



NOTICE AND AGENDA

**NOTICE IS HEREBY GIVEN
THAT A REGULAR VILLAGE BOARD MEETING**

WILL BE HELD ON

June 27, 2023

7:00 PM (or immediately following the Committee of the Whole meeting)

Location: Oswego Village Hall

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA**
- B. ROLL CALL**
- C. CONSIDERATION OF AND POSSIBLE ACTIONS ON ANY REQUESTS FOR ELECTRONIC PARTICIPATION IN MEETING**
- D. RECOGNITIONS/APPOINTMENTS**
 - D.1 Village Trustee Appointment
 - a) Appoint a Village Trustee from June 27, 2023 Until the Conclusion of Their Term in 2025.
 - b) Swearing-In of Village Trustee
 - D.2 Oath of Office
 - a) Christopher Biggs- Deputy Chief
 - b) Andrew Most- Sergeant
 - c) Timothy Blake Jr.- Patrol Officer
 - d) Matthew Gedraitis- Patrol Officer
 - D.3 Adjudication Appointments
 - a) Appoint Richard W. Warner for a Term to Expire April 30, 2024

b) Re-Appoint Linda Salfisberg for a Term to Expire April 30, 2024

E. PUBLIC FORUM

F. STAFF REPORTS

G. CONSENT AGENDA

G.1 June 13, 2023 Committee of the Whole Minutes

[2023.06.13 Committee of the Whole Minutes.docx](#)

G.2 June 13, 2023 Regular Village Board Minutes

[2023.06.13 Regular Village Board Minutes.docx](#)

G.3 June 13, 2023 Closed Session Minutes, Approve and Release

G.4 Resolution Authorizing the Purchase of a New 2022 Freightliner MT45 from Fyda Freightliner in the Amount of \$102,050.00.

Approve Resolution Authorizing the Purchase of a New 2022 Freightliner MT45 from Fyda Freightliner in the amount of \$102,050.00.

[AB062723_Memo_Authorizing_Resolutions_to_Purchase_2022_Freightliner_MT45.docx](#)

[23-R-Resolution Authorizing Purchase of a 2022 Freightliner 20' Step Van .docx](#)

[Exhibit A Village of Oswego 2022 MT45 20ft Sales Order 06.14.2023.pdf](#)

G.5 Ordinance Granting an Amendment to the Final Planned Unit Development for Bristol Veterinary Clinic Located at 2271 Orchard Road to Allow for Changes to the Approved Signage.

[1176.23_Bristol_Veterinary_Clinic_Minor_Amendment_VB_Memo06.27.2023.docx](#)

[Ord_23-____-Minor_PUD_Amendment_Bristol_Vet_Clinic.docx](#)

[Exhibit A- Legal Description.pdf](#)

[Exhibit B- Location Map.pdf](#)

[Exhibit C- Plat of Survey.pdf](#)

[Exhibit D- Sign Plan.pdf](#)

G.6 Resolution Authorizing the Execution of the Amended and Restated Escrow Intergovernmental Agreement Between the Village of Montgomery, the Village of Oswego, the United City of Yorkville, and the DuPage Water Commission and Authorizing an Installment Payment to the DuPage Water Commission Escrow Account in the Amount of \$800,000.00

[jh062723.pbot DWC Escrow Agreement Amendment 1.docx](#)

[Resolution_23_R__DWC Escrow Agreement Amendment 1.docx](#)

[Exhibit A - Amended Escrow Agreement.docx](#)

H. BILL LIST

H.1 Approve Bill List Dated June 27, 2023, in the Amount of \$1,204,367.94.

[230627 Bill List.pdf](#)

I. OLD BUSINESS

J. NEW BUSINESS

J.1

Ordinance Granting a Final PUD and Subdivision Plat for Deerpath Trails Unit 6.

[1174.23_Deerpath trails unit 6_VB_Memo06.27.2023.docx](#)

[Ord_23-_____-Final PUD and Plat Deerpath Trails.docx](#)

[Exhibit A Legal.pdf](#)

[Exhibit B Location Map.pdf](#)

[Exhibit C Final Plat of Subdivision.pdf](#)

[Plan Commission Memo.docx](#)

[Plan Commission Minutes.doc](#)

J.2 Ordinance Authorizing the Approval of a Purchase and Sale Agreement with Field to Beans LLC for Certain Property Located East of the Intersection of Illinois Route 71 and Washington Street – Scooter’s Coffee.

[Scooters PSA AI.docx](#)

[Scooters PSA ORD.docx](#)

[Purchase and Sale Agreement - Scooters.pdf](#)

K. TRUSTEE REPORTS

L. PRESIDENT'S REPORT

M. CLOSED SESSION

M.1 a. Pending and Probable Litigation [5 ILCS 120/2(c)(11)]

b. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Personnel [5 ILCS 120/2(c)(1)]

c. Collective Bargaining, Collective Negotiating Matters, Deliberations Concerning Salary Schedules [5 ILCS 120/2(c)(2)]

d. Sale, Lease, and/or Acquisition of Property [5 ILCS 120/2(c)(5) & (6)]

e. Security Procedures and the Use of Personnel and Equipment to Respond to an Actual, Threatened, or a Reasonably Potential Danger to the Safety of Employees, Staff, the Public, or Public Property [5 ILCS 120/2(c)(8)]

N. POSSIBLE ACTION OF CLOSED SESSION ITEMS INCLUDING:

O. ADJOURNMENT

Posted:
Date: _____
Time: _____
Place: _____
Initials: _____

Tina Touchette
Village Clerk

**MINUTES OF A COMMITTEE OF THE WHOLE MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
June 13, 2023**

CALL TO ORDER

President Ryan Kauffman called the meeting to order at 6:01 p.m.

ROLL CALL

Board Members Physically Present: President Ryan Kauffman; Trustees Tom Guist, Kit Kuhrt, Karin McCarthy-Lange, Jennifer Jones Sinnott, and Andrew Torres.

Staff Physically Present: Dan Di Santo, Village Administrator; Christina Burns, Asst. Village Administrator; Tina Touchette, Village Clerk; Jennifer Hughes, Public Works Director; Andrea Lamberg, Finance Director; Rod Zenner, Community Development Services Director; Bridget Bittman, Community Engagement Manager-Marketing; Joe Renzetti, IT/GIS Director; and Dave Silverman, Village Attorney.

PUBLIC FORUM

Public Forum was opened at 6:02 p.m. There was no one who requested to speak. The public forum was closed at 6:02 p.m.

OLD BUSINESS

There was no old business.

NEW BUSINESS

G.1 Fund Classification, Fund Balance, and Cash Reserve Policy Review

Director Lamberg addressed the Board regarding fund balances and policy.

The Governmental Accounting Standards Board (**GASB**), is the independent, private sector organization that establishes accounting and financial reporting standards for U.S. state and local governments that follow Generally Accepted Accounting Principles (**GAAP**).



In 2012 GASB issued Statement No 54



Statement No 54 established terminology for reporting fund balance in financial statements for Governmental Funds.



Best Practice is for the Board to adopt a policy acknowledging adherence the Statement and establishing a Fund Balance and Cash Reserve Policy.



To Comply with the Statement and follow best practice, on April 3, 2012, the Village Board adopted a Fund Balance and Cash Reserve Policy.

Statement of Purpose

The purpose of this policy is to establish fund balance classifications that establish a hierarchy based on the extent to which the Village of Oswego (Village) must observe constraints imposed upon use of the resources that are reported by the governmental funds. More detailed fund balance financial reporting and the increased disclosures will aid the user of the financial statements in understanding the availability of resources.

A government is often viewed as a collection of smaller, separate entities known as Funds.

- Funds are classified into three categories and have a designated numbering structure.
 - Governmental Funds
 - Proprietary Funds
 - Fiduciary Funds

Fund Classification Definitions

Governmental Funds – Funds used to account for all or most of the Village’s general activities including the collection and disbursement of earmarked monies

Proprietary Funds – Funds used to account for activities similar to those found in the private sector, where determination of net income is necessary or useful for sound financial administration.

Fiduciary Funds – Funds used to account for assets held on behalf of outside parties, including other governments, or on behalf of other funds within the government.

- Proprietary Funds- fees for services

Governmental Funds

100 – General Fund

200 – Special Revenue Funds

300 – Capital Project Funds

400 – Debt Service Funds

Village Budgeted Governmental Funds

100 – General Fund (1)

200 – Special Service Funds (2)

- 200 – Motor Fuel Tax Fund
- 210 – TIF Fund

300 – Capital Project Fund (1)

400 – Debt Service Fund (1)

Proprietary Funds

500 – Enterprise Funds

600 – Internal Service Funds

- Enterprise Funds- charge fees to users
- Internal Service Funds- charge fees to other funds in government

Village Budgeted Proprietary Funds

500 – Enterprise Funds (3)

- 500 – Water & Sewer Fund
- 510 – Water & Sewer Capital Fund
- 560 – Garbage Collection Fund

600 – Internal Service Funds (2)

- 600 – Municipal Fleet Fund
- 650 – Municipal Parking Fund

Fiduciary Funds

700 – Permanent Funds

800 – Pension Funds

900 – Custodial Funds

- Permanent Funds- seen in larger governments; only spend the interest
- Custodial Funds- County level; for example: holding property taxes until they get disbursed

Village Budgeted Fiduciary Funds

900 – Pension Funds (1)

- 900 – Police Pension Fund

Fund Balance

The difference between
assets and liabilities in a
Government Fund.



Fund Balance Philosophy

It is the Village's philosophy to support long-term financial strategies, where fiscal sustainability is its priority, while also building funds for future growth. It is essential to maintain adequate levels of fund balance to mitigate current and future risks (e.g. revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates. Fund balance levels are also a crucial consideration in long-term financial planning.

- Every government is different

Fund Balance Categories

Nonspendable Fund Balance – The portion of a Governmental Fund’s net assets that are not available to be spent, either short term or long term, in either form or through legal restrictions.

Restricted Fund Balance –The portion of a Governmental Fund’s net assets that are subject to external enforceable legal restrictions.

Unrestricted Fund Balance – Made up of three components.

* Committed Fund Balance – Self imposed by board

*Assigned Fund Balance – Self imposed by staff

*Unassigned Fund Balance – Available expendable resources

- Nonspendable- inventory
- Restricted- MFT Fund
- Committed Fund Balance- specific purpose

Fund Balance & Cash Reserve Policy: General Fund



The Village will strive to maintain assigned fund balance of 30% of the estimated subsequent year’s annual operating expenditures.

In addition, the Village will also strive to maintain a minimum cash reserve balance equal to 25% of the estimated subsequent year’s annual operating expenditures.

Fund Balance – General Fund

Village of Oswego
Summary of Fund Balances and Unrestricted Net Assets
For the Month Ending March 31, 2023

FUND	FY 2023 Year-To-Date	FY 2023 Budget
GENERAL		
Beginning Fund Balance	21,320,834	
Revenues	25,138,620	22,373,137
Expenditures	18,770,010	22,343,019
Difference	6,368,610	30,118
Ending Fund Balance	27,689,444	
Fund Balance Components		
Non-spendable	637,484	
Unrestricted-assigned	6,702,906	
Unrestricted-unassigned	20,349,054	

Fund Balance &
Cash Reserve
Policy:
Motor Fuel Tax
Fund



The Village will strive to maintain a minimum assigned fund balance equal to 50% of the estimated subsequent year's annual operating expenditures.



This level is necessary to provide for the payment and expenditures related to the Village's annual road program, which is paid for almost entirely during the first six months of the fiscal year.

Restricted Fund Balance
Motor Fuel Tax Fund

Village of Oswego
Summary of Fund Balances and Unrestricted Net Assets
For the Month Ending March 31, 2023

FUND	FY 2023 Year-To-Date	FY 2023 Budget
MOTOR FUEL TAX		
Beginning Restricted Fund	2,889,954	
Revenues	1,964,881	2,163,851
Expenditures	1,066,852	2,653,078
Difference	898,030	(489,227)
Ending Restricted Fund	3,787,984	

Cash Reserve
Policy:
Tax Increment
Financing (TIF)
Fund



The Village will strive to maintain a cash reserve level to timely meet all expenditures incurred during the fiscal year.

- Typically negative in the early stages of the TIF

Restricted Fund Balance TIF Fund

Village of Oswego

Summary of Fund Balances and Unrestricted Net Assets

For the Month Ending March 31, 2023

FUND	FY 2023 Year-To-Date	FY 2023 Budget
TIF FUND		
Beginning Restricted Fund	(9,684,515)	
Revenues	1,057,893	1,941,000
Expenditures	164,413	1,651,750
Difference	893,480	289,250
Ending Restricted Fund	(8,791,035)	

- Cash comes from loans from other funds

Cash Reserve Policy: Debt Service Fund

The Village will strive to maintain a cash reserve level in the Debt Service Fund to timely meet all principal and interest payments for the following fiscal year based on the bond ordinance requirements for pledged revenues and bond coverage requirements.

- Need to make sure you have cash to meet the obligations

Restricted Fund Balance Debt Service Fund

Village of Oswego

Summary of Fund Balances and Unrestricted Net Assets

For the Month Ending March 31, 2023

FUND	FY 2023	FY 2023
	Year-To-Date	Budget
DEBT SERVICE		
Beginning Restricted Fund Balance	651,857	
Revenues	2,727,481	2,722,051
Expenditures	3,183,120	3,183,122
Difference	(455,639)	(461,071)
Ending Restricted Fund Balance	196,218	

Net Position

The difference between assets and liabilities in a Proprietary Fund.

Fund Balance & Cash Reserve Policy: Water & Sewer Fund



The Village will strive to maintain an unrestricted net asset balance equal to 30% of the estimated subsequent year's annual operating expenditures.



The Village will also strive to maintain an additional reserve to meet all principal and interest payments for the following fiscal year based on the bond ordinance requirements for pledged revenues and bond coverage requirements.



Annual surplus reserves will be transferred to the Water & Sewer Capital Fund to support capital improvements for the water and sewer systems.

- Will come back in October to provide the status of this Fund

Unrestricted Net Assets Water & Sewer Fund

Village of Oswego

Summary of Fund Balances and Unrestricted Net Assets

For the Month Ending March 31, 2023

FUND	FY 2023	FY 2023
	Year-To-Date	Budget
WATER & SEWER		
Beginning Unrestricted Net Assets	4,137,064	
Revenues	8,196,058	8,002,100
Expenses	7,106,878	7,842,751
Difference	1,089,179	159,349
Ending Unrestricted Net Assets	5,226,243	

Cash Reserve Policy: Water & Sewer Capital Fund



The Village shall plan for future capital improvements to be paid from cash reserves by maintaining a reserve level based on the capital improvements scheduled for the next year.

- Make sure we have cash on hand

Unrestricted Net Assets Water & Sewer Capital Fund

Village of Oswego
Summary of Fund Balances and Unrestricted Net Assets
For the Month Ending March 31, 2023

FUND	FY 2023	FY 2023
	Year-To-Date	Budget
WATER & SEWER CAPITAL FUND		
Beginning Unrestricted Net Assets	8,738,937	
Revenues	4,939,781	3,285,200
Expenses	2,857,758	5,802,929
Difference	2,082,022	(2,517,729)
Ending Unrestricted Net Assets	10,820,959	

- Plenty to cover budgeted projects

Fund Balance & Cash Reserve Policy: Garbage Collection Fund



The Village will strive to maintain an unrestricted net asset balance equal to 25% of the estimated subsequent year's annual operating expenditures..

This level will provide for three months of operating expenditures.

Unrestricted Net Assets Garbage Collection Fund

Village of Oswego
Summary of Fund Balances and Unrestricted Net Assets
For the Month Ending March 31, 2023

FUND	FY 2023	FY 2023
	Year-To-Date	Budget
GARBAGE COLLECTION FUND		
Unrestricted Net Assets	701,598	
Revenues	3,034,092	2,777,100
Expenses	2,687,674	3,290,000
Difference	346,418	(512,900)
Unrestricted Net Assets	1,048,015	

Cash Reserve Policy: Municipal Fleet Fund



The Village shall plan for future vehicular equipment replacements to be paid from cash reserves by maintaining a reserve level based on the accumulated depreciation of the current fleet and the scheduled year of replacement.

- Look out 20 years to try and build an adequate reserve
- Smoothed out for consistency

Unrestricted Net Assets Municipal Fleet Fund

Village of Oswego

Summary of Fund Balances and Unrestricted Net Assets

For the Month Ending March 31, 2023

FUND	FY 2023 Year-To-Date	FY 2023 Budget
MUNICIPAL FLEET FUND		
Unrestricted Net Assets	194,184	
Revenues	855,139	1,500,605
Expenses	834,768	1,500,195
Difference	20,372	500
Unrestricted Net Assets	214,556	

Cash Reserve Policy: Municipal Parking Fund



The Village shall plan for future maintenance and improvement costs to be paid from cash reserves by maintaining a reserve level sufficient to complete identified major improvements.

- Parking garage still new

Unrestricted Net Assets Municipal Parking Fund

Village of Oswego

Summary of Fund Balances and Unrestricted Net Assets

For the Month Ending March 31, 2023

FUND	FY 2023	FY 2023
	Year-To-Date	Budget
MUNICIPAL PARKING FUND		
Unrestricted Net Assets	125,070	
Revenues	109,453	115,100
Expenses	50,137	90,490
Difference	59,316	24,610
Unrestricted Net Assets	184,386	

Board and staff discussion focused on Water & Sewer Fund at 35%; RET is in Capital tax and reflected in the numbers. There was no further discussion.

G.2 Fiscal Year 2023 Fourth Quarter Financial Update

Director Lamberg addressed the Board regarding the FY23 4th quarter.

Village Wide

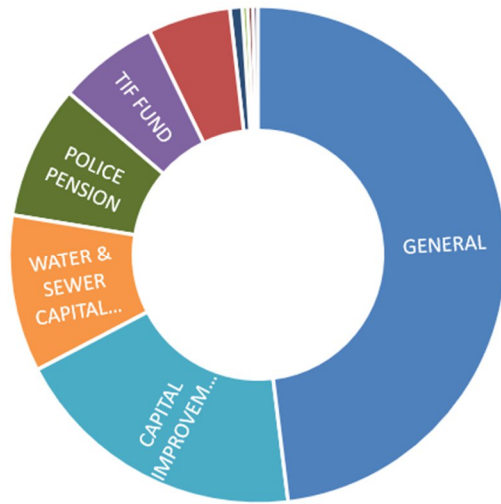
Village Wide Actual

\$63,590,592	Village Wide Revenue
<u>\$51,737,283</u>	Village Wide Expenses
\$11,853,309	Year-to-Date Surplus

Village Wide Budget

\$55,648,859	Village Wide Revenue
<u>\$59,706,910</u>	Village Wide Expenses
(\$4,058,051)	Budgeted Deficit

Village Wide Surplus – By Fund



General Fund

Actual

\$27,193,528	General Fund Revenue
<u>\$20,627,919</u>	General Fund Expenses
\$6,565,609	General Fund Surplus

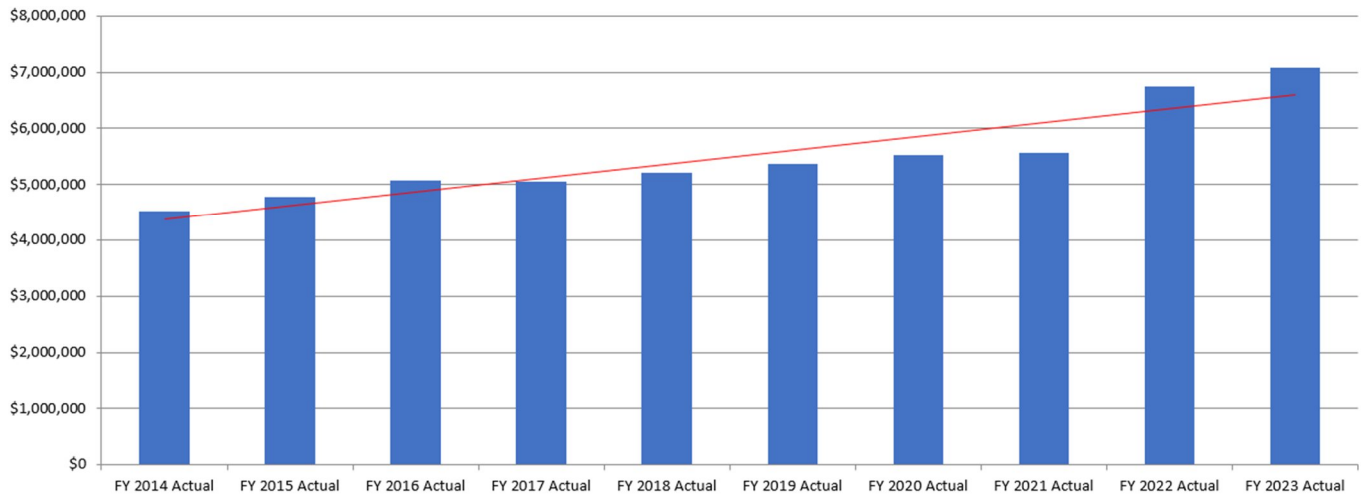
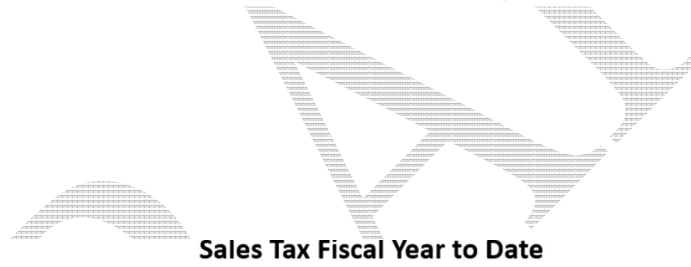
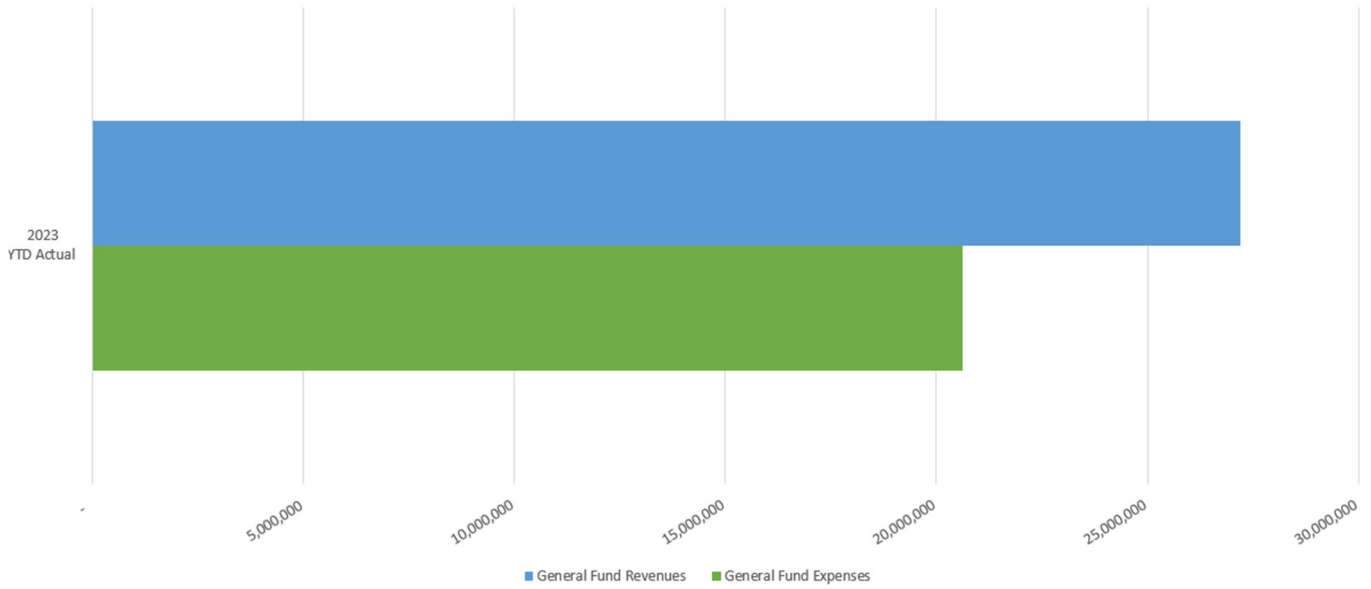
Budget

\$22,373,137	General Fund Revenue
<u>\$22,343,019</u>	General Fund Expenses
\$30,118	Budgeted Surplus

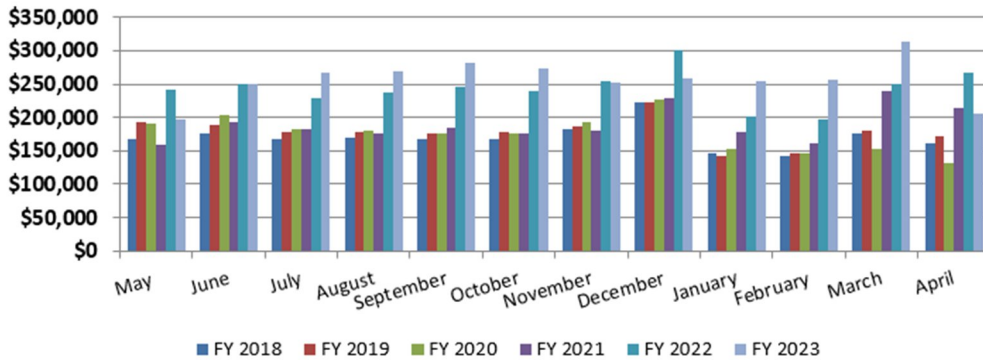
\$22,373,137	General Fund Budgeted Revenue
<u>\$27,193,528</u>	General Fund Actual Revenue
121.5%	Percentage of Budget Collected

\$22,343,019	GF Budgeted Expenditures
<u>\$20,627,919</u>	GF Actual Expenditures
92.3%	Percentage of Budget Spent

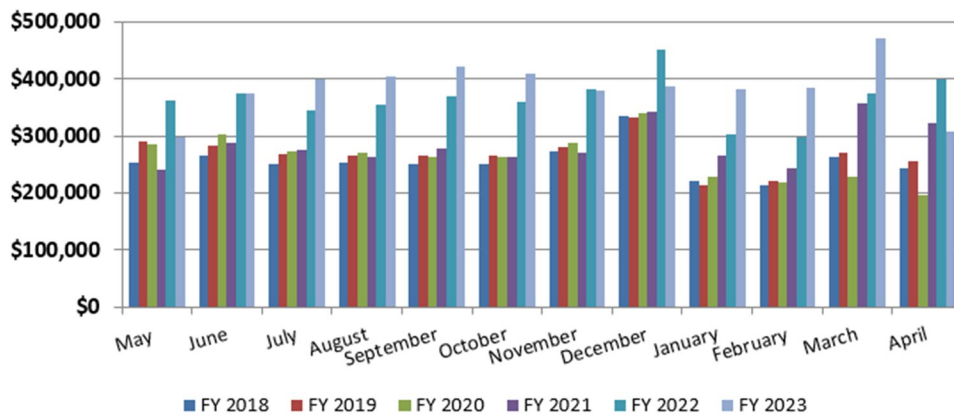
General Fund
Fiscal Year 2023 Year to Date Revenues vs Expenditures



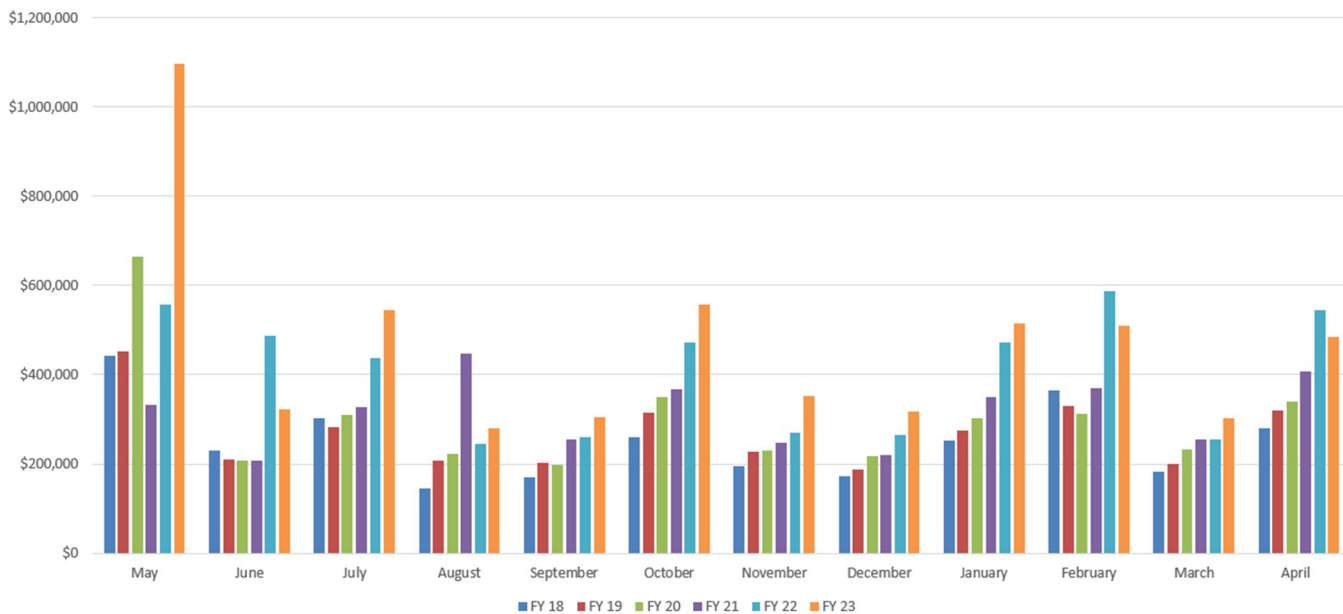
Local Sales Tax - General Fund



Local Sales Tax - Capital Improvement Fund



Income Tax



Water and Sewer Fund

Actual

\$8,264,622	W&S Fund Revenue
<u>\$8,929,109</u>	<u>W&S Fund Expenses</u>
(\$664,487)	W&S Fund Deficit

Budget

\$8,002,100	W&S Fund Revenue
<u>\$7,842,751</u>	<u>W&S Fund Expenses</u>
\$159,349	Budgeted Surplus

\$8,002,100	W&S Budgeted Revenue
<u>\$8,264,622</u>	<u>W&S Actual Revenue</u>
103.3%	Percentage of Budget Collected

\$7,842,751	W&S Budgeted Expenditures
<u>\$8,929,109</u>	<u>W&S Actual Expenditures</u>
113.9%	Percentage of Budget Spent

Early Retirement of Debt

\$168,115	IEPA Loan
\$340,000	Early Retirement of Series 2011
<u>\$1,150,000</u>	<u>Pay down of Series 2013</u>
\$1,658,115	Total Water Debt Paid Early

Excluding the early retirement of debt, actual expenditures are \$7,270,994 on a budget of \$7,842,751.

Board and staff discussion focused on unaudited numbers through April 30, 2023; invoices and revenue still coming in; still need to do yearend entries; most comes from General Fund; timing of projects; revenues over budget; 7th consecutive record year for sales tax; portion goes to the General Fund and to the Capital Improvement Fund of the local sales tax; March was the single highest the Village has seen; May exceeded previous revenue for income tax; it almost doubled; water & sewer at 103% due to the growth in the Village; excess funds paid for the early retirement debt; staff to provide, in the Friday report, how much we saved for the early retiring of debt; April

financials went out in Friday's report; reports are available on the Village's website. There was no further discussion.

CLOSED SESSION

There was no closed session.

ADJOURNMENT

The meeting adjourned at 6:29 p.m.

Tina Touchette
Village Clerk

DRAFT

**MINUTES OF A REGULAR MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
June 13, 2023**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Ryan Kauffman called the meeting to order at 7:05 p.m. Rick Gardner led the Pledge of Allegiance to the Flag of the United States of America.

Rick Gardner is an Army Veteran who served from 1966-1968. He served in the Vietnam War from 1966-1967. He is also the recipient of a Purple Heart.

ROLL CALL

Board Members Physically Present: President Ryan Kauffman; Trustees Tom Guist, Kit Kuhrt, Karin McCarthy-Lange, Jennifer Jones Sinnott, and Andrew Torres.

Staff Physically Present: Dan Di Santo, Village Administrator; Christina Burns, Asst. Village Administrator; Tina Touchette, Village Clerk; Jeff Burgner, Police Chief; Jennifer Hughes, Public Works Director; Andrea Lamberg, Finance Director; Rod Zenner, Community Development Services Director; Jason Bastin, Deputy Chief of Police; Bridget Bittman, Community Engagement Manager-Marketing; Joe Renzetti, IT/GIS Director; Julie Hoffman, Community Relations Manager- Special Events; Mark Runyon, Asst. Director Public Works; and Dave Silverman, Village Attorney.

RECOGNITIONS/APPOINTMENTS

E.1 Village Trustee Appointment/Swearing In

a. Appoint Thomas Collins as Village Trustee from June 13, 2023 Until the Conclusion of His Term in 2025.

A motion was made by Trustee McCarthy-Lange and seconded by Trustee Torres to approve the Appointment of Thomas Collins as Village Trustee from June 13, 2023 Until the Conclusion of His Term in 2025.

Aye:	Karin McCarthy-Lange	Andrew Torres
	President Ryan Kauffman	
Nay:	Tom Guist	Kit Kuhrt
	Jennifer Jones Sinnott	

The motion was declared denied by a roll call vote with three (3) aye votes and three (3) nay votes.

E.2 Retirement - Chief of Police, Jeffrey R. Burgner

President Kauffman asked Chief Burgner and Administrator Di Santo to come forward to the podium. President Kauffman read a proclamation for Chief Burgner and presented him with a copy. Pictures were taken. President Kauffman thanked him for his service; next Chief has big shoes to fill; happy for him.

Administrator Di Santo asked the representative for the Citizen Police Academy (CPA) to come forward. He congratulated Chief and asked that he keep in touch; thanked him for his support for the CPA; Chief provided 236,000 hours of service to the CPA; he presented Chief with a wooden pallet flag signed by the CPA members. Pictures were taken.

Administrator Di Santo spoke about Chief's accomplishments over the years: team player; brought the Village departments together; construction of the PD facility; dedication and vision; humble mindset; growth of the PD; CALEA accomplishments. Pictures were taken.

The Honor Guard entered the room and presented arms. D.C. Bastin presented Chief with a flag and saluted him. Pictures were taken.

Chief spoke and noted he started with the PD in June 1996 at 113 Main St.; has gratitude to the police department; parents are his biggest supporter; he thanked his parents, wife, son and brother for their support and understanding; thank you for the leadership and mentorship; thank you to the community for supporting the PD; thank you to each commanding officer; thank you to the admin staff; thank you to the leadership team; he has worked for four Mayors and 15 Trustees; thank you for supporting him and the PD; it didn't go unnoticed; thank you to the neighboring police agencies, Chiefs, and to the Sheriff; thank you for the fellowship and mentorship; thank you to the State Attorney for prosecuting criminals and being fair and holding people accountable; thank you to the FD, Park District and other government bodies; thank you to the members of the PD for your service; made it easy to ask for resources and made his job easier; you are in great hands moving forward; heart is full leaving tonight; onward and upward; he owes this community so much. Pictures were taken.

E.3 Appoint Deputy Chief Jason W. Bastin as Interim Police Chief Effective June 13, 2023

A motion was made by Trustee McCarthy-Lange and seconded by Trustee Jones Sinnott to approve the Appointment of Deputy Chief Jason W. Bastin as Interim Police Chief Effective June 13, 2023.

Aye: Tom Guist Kit Kuhrt
Karin McCarthy-Lange Jennifer Jones Sinnott
Andrew Torres

Nay: None

The motion was declared carried by a roll call vote with five (5) aye votes and zero (0) nay votes.

E.4 Employee Service Awards

a) Andrew Most- 10 Years of Service (Police Department)

Interim Chief Bastin briefly spoke about Andrew; will be back in two weeks to promote him to Sergeant and will tell the ice cream story. He congratulated him on his 10 years of service.

b) Justin Graver- 15 Years of Service (Police Department)- did not attend

c) Cherese Spears- 20 Years of Service (Police Department) - did not attend

d) Christopher Biggs- 25 Years of Service (Police Department) - did not attend

President Kauffman thanked Justin, Cherese, and Christopher on their years of service.

E.5 Historic Preservation Commission

a) Appoint Jennifer Schwarz for a Term to Expire April 30, 2026

A motion was made by Trustee McCarthy-Lange and seconded by Trustee Jones Sinnott to approve the Appointment of Jennifer Schwarz for a Term to Expire April 30, 2026.

Aye: Tom Guist Kit Kuhrt
Karin McCarthy-Lange Jennifer Jones Sinnott
Andrew Torres

Nay: None

The motion was declared carried by a roll call vote with five (5) aye votes and zero (0) nay votes.

E.6 Economic Development Commission

a) Appoint Dr. John Petzke for a Term to Expire April 30,2026

A motion was made by Trustee McCarthy-Lange and seconded by Trustee Torres to approve the Appointment of Dr. John Petzke for a Term to Expire April 30,2026.

Aye: Karin McCarthy-Lange Andrew Torres
President Ryan Kauffman

Nay: Tom Guist Kit Kuhrt
Jennifer Jones Sinnott

The motion was declared denied by a roll call vote with three (3) aye votes and three (3) nay votes.

E.7 Proclamation- Flag Day, June 14, 2023

President Kauffman read the proclamation.

PUBLIC FORUM

Public Forum was opened at 7:41 p.m.

Caden Stagl (9 years old) addressed the Board regarding a flag he created; he showed the Board his drawing of a proposed new flag for the Village; he handed out pictures of his drawing; he noted what each color represented and that he created it himself.

James Marter II addressed the Board regarding the Trustee vacancy of Luis Perez; thank you to Chief Burgner and congratulations to Interim Chief Bastin; thank you for Director Lamberg for the information; when he was Trustee he sat next to Luis Perez at the dais; wish Luis and his family the best; he questioned the timeline; Luis was noticeably absent for campaigns; Luis announced his resignation immediately after; would like to know the circumstances on how this took place; rumors went around during the campaign; how far in advance was this known; when did the Board and staff get notified; did you know before or after he was sworn in; would like his inquires to be addressed.

There was no one else who requested to speak. The public forum was closed at 7:50 p.m.

STAFF REPORTS

There were no staff reports.

CONSENT AGENDA

- H.1 May 16, 2023 Committee of the Whole Minutes
- H.2 May 16, 2023 Regular Village Board Minutes
- H.3 May 16, 2023 Closed Session Minutes; Approve and Release
- H.4 Resolution Authorizing Release of Certain Closed Session Minutes.
- H.5 Ordinance Approving Utility Easements for the Hudson Pointe and Emblem Development Project Located at the Southeast Corner of Wolf Road and Harvey Road.
- H.6 Ordinance Amending Title 1 Chapter 20; Title 2 Chapter 10; Title 3 Chapter 7; Title 3 Chapter 20; Title 3 Chapter 23; Title 3 Chapter 31; Title 4 Chapter 3 of the Oswego Municipal Code.
- H.7 Resolution Designating Depositories and Signers for Village Banking Services and Accounts.
- H.8 Resolution to Ratify the Contract for the Purchase of Electricity for the Purposes of Street Lighting through the Northern Illinois Municipal Electric Collaborative (NIMEC) Process.
- H.9 Resolution Approving Change Order No. 1 to the Contract with H&H Electric Company Inc., to Construct Traffic Signals along U.S. Route 34 (Washington Street) at Harrison Street and Main Street Project in the Amount of \$71,646.00.

- H.10 Resolution Authorizing the Execution of a Contract with Homer Tree Care, Inc. for Tree Trimming, Tree Removal, and Emergency Tree Service Program for Various Areas Throughout the Village in the Amount of \$77,000 Per the Unit Prices of the Contract. **Additional discussion: why is the bid significantly lower; Homer Tree Care wants the job.**
- H.11 Resolution Authorizing the Purchase of One New 2023 Ram ProMaster Cargo Van High Roof from Tyson Motor LLC in the Amount of \$52,254.26 and Purchase the Required Equipment and Installation of Equipment for a Grand Total Not to Exceed \$85,000.00 and Waiving of the Competitive Public Bidding Requirement.
- H.12 Resolution Authorizing the Village of Oswego to Acquire, from the Illinois Department of Transportation, Certain Real Property Located East of the Intersection of Illinois Route 71 and Washington Street.

A motion was made by Trustee Guist and seconded by Trustee Jones Sinnott to approve the Consent Agenda; Approving the May 16, 2023 Committee of the Whole Minutes; and Approving the May 16, 2023 Regular Village Board Minutes; Approving and Releasing the May 16, 2023 Closed Session Minutes; and Approving the following ordinances and resolutions:

Ordinance No. 23-41; Ordinance Approving Utility Easements for the Hudson Pointe and Emblem Development Project Located at the Southeast Corner of Wolf Road and Harvey Road.

Ordinance No. 23-42; Ordinance Amending Title 1 Chapter 20; Title 2 Chapter 10; Title 3 Chapter 7; Title 3 Chapter 20; ~~Title 3 Chapter 23~~; Title 3 Chapter 31; Title 4 Chapter 3 of the Oswego Municipal Code. **President Kauffman noted Title 3 Chapter 23 will be brought back to the Board at a later time.**

Resolution No. 23-R-51; Resolution Authorizing Release of Certain Closed Session Minutes.

Resolution No. 23-R-52; Resolution Designating Depositories and Signers for Village Banking Services and Accounts.

Resolution No. 23-R-53; Resolution to Ratify the Contract for the Purchase of Electricity for the Purposes of Street Lighting through the Northern Illinois Municipal Electric Collaborative (NIMEC) Process.

Resolution No. 23-R-54; Resolution Approving Change Order No. 1 to the Contract with H&H Electric Company Inc., to Construct Traffic Signals along U.S. Route 34 (Washington Street) at Harrison Street and Main Street Project in the Amount of \$71,646.00.

Resolution No. 23-R-55; Resolution Authorizing the Execution of a Contract with Homer Tree Care, Inc. for Tree Trimming, Tree Removal, and Emergency Tree Service Program for Various Areas Throughout the Village in the Amount of \$77,000 Per the Unit Prices of the Contract.

Resolution No. 23-R-56; Resolution Authorizing the Purchase of One New 2023 Ram ProMaster Cargo Van High Roof from Tyson Motor LLC in the Amount of \$52,254.26 and Purchase the Required Equipment and Installation of Equipment for a Grand Total Not to Exceed \$85,000.00 and Waiving of the Competitive Public Bidding Requirement.

Resolution No. 23-R-57; Resolution Authorizing the Village of Oswego to Acquire, from the Illinois Department of Transportation, Certain Real Property Located East of the Intersection of Illinois Route 71 and Washington Street.

Aye: Tom Guist Kit Kuhrt
 Karin McCarthy-Lange Jennifer Jones Sinnott
 Andrew Torres

Nay: None

The motion was declared carried by an omnibus roll call vote with five (5) aye votes and zero (0) nay votes.

BILL LIST

- I.1 Approve Bill List Dated June 13, 2023, in the Amount of \$3,706,463.90.

A motion was made by Trustee Jones Sinnott and seconded by Trustee Guist to approve an Ordinance Granting the Rezoning of Property Between the Southeast Intersection of Mill Road and Orchard Road and the Northeast Intersection of Lewis Street and Orchard Road from R-1 Single Family Residence District to R-4 General Residence District.

Aye: Tom Guist
Jennifer Jones Sinnott
Andrew Torres

Karin McCarthy-Lange

Nay: Kit Kuhrt

The motion was declared carried by a roll call vote with four (4) aye votes and one (1) nay votes.

b) Ordinance Granting a Special Use for a Preliminary and Final Planned Unit Development and Plat to Allow for the Development of 45 Attached Apartment Homes Generally Located Between the Southeast Intersection of Mill Road and Orchard Road and the Northeast Intersection of Lewis Street and Orchard Road. **Ordinance No. 23-44**

A motion was made by Trustee Jones Sinnott and seconded by Trustee Guist to approve an Ordinance Granting a Special Use for a Preliminary and Final Planned Unit Development and Plat to Allow for the Development of 45 Attached Apartment Homes Generally Located Between the Southeast Intersection of Mill Road and Orchard Road and the Northeast Intersection of Lewis Street and Orchard Road.

Aye: Tom Guist
Jennifer Jones Sinnott

Karin McCarthy-Lange
Andrew Torres

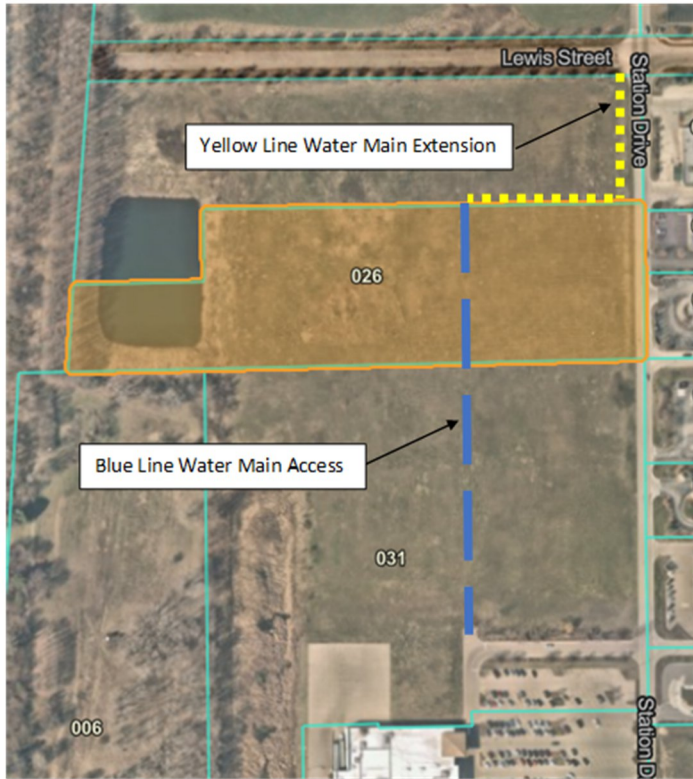
Present: Kit Kuhrt

Nay: None

The motion was declared carried by a roll call vote with four (4) aye votes, one (1) present vote; and zero (0) nay votes.

K.2 Ordinance Approving and Establishing a Recapture for Certain Public Improvements; Whitetail Ridge Golf Club, LLC- Golf Dome. **Ordinance No. 23-45**

Administrator Di Santo addressed the Board regarding the recapture for the golf dome. Last month, the Village Board approved an economic incentive agreement with Whitetail Ridge Golf Club to extend an 8" looped watermain from the site to the west side of Station Road since the subject property does not have immediate access to a watermain on the site. The estimated cost to the developer for the work is approximately \$200K-\$250K based on recent bids received. These costs would have likely been lower if the properties to the north and south were already developed and had water already available at the property lines. The draft recapture ordinance is specifically for the public improvements needed to extend the looped watermain from property to the south of the golf dome site up to Station Drive. The ordinance as proposed would recoup one half of the total incentive amount (\$112K) from each property to the north and to the south for a total of \$56K per property.



Recapture ordinances and agreements are typically common when a single landowner or developer is completing work which directly benefits neighboring properties. If approved, the recapture ordinance would be recorded with Kendall County to ensure that the Village would be reimbursed by each neighboring property respectively. According to the draft ordinance, the reimbursements would be triggered once the neighboring property owners request a change in use, permits for development, or subdivision approval.

Board and staff discussion focused on not equal sized properties; amount divided evenly between the north and south properties (\$56,000). There was no further discussion.

A motion was made by Trustee Guist and seconded by Trustee Kuhrt to approve an Ordinance Approving and Establishing a Recapture for Certain Public Improvements; Whitetail Ridge Golf Club, LLC- Golf Dome.

Aye:	Tom Guist	Kit Kuhrt
	Karin McCarthy-Lange	Jennifer Jones Sinnott
	Andrew Torres	

Nay: None

The motion was declared carried by a roll call vote with five (5) aye votes and zero (0) nay votes.

TRUSTEE REPORTS

Trustee Torres- congratulations to Chief Burgner; thank you for your dedication and leadership.

Trustee McCarthy-Lange- thank you to Chief Burgner; congratulations; worked with Chief on Kiwanis Club; pleasure to work with him; did not know about Luis Perez resignation; what is the reason for your votes on the Trustee and EDC appointments; should be capable of putting the Village ahead of own personal views; looking forward to PrairieFest; summer is awesome in Oswego.

Trustee Guist- congratulations to Chief; his first meeting, as Trustee, was a full Boardroom; Chief was the definition of transparency when it came to the investigation of that incident; incredible quality.

Trustee Jones Sinnott- congratulations to Chief; rock solid Chief and representative of Oswego; he was part of Operation Impact; great to hear about him; respecting people for their thoughts; should be a fun weekend at PrairieFest; hopefully the weather will hold out; Happy Father's Day.

Trustee Kuhrt- congratulations to Chief; he's going to be missed; his first meeting as Trustee was crazy; Chief is always there; big shoes to fill; hope to see people at the booth at PrairieFest; draft memo regarding annexation agreements and rentals; Administrator Di Santo noted it should be ready soon; flag signs are broken everywhere in town; Director Zenner noted code enforcement is working on it; 9,000 people voted for Thomas Collins in Kendall County to be on the Regional School Board; would rather vote for someone who is not serving on another board; Trustee McCarthy-Lange noted he could serve on both boards; can talk about this later.

PRESIDENT'S REPORT

Chief Burgner was an exceptional public servant; people have always trusted him; his leadership has been exemplary; in a better place because of him; next Chief will have big shoes to fill; looking forward to PrairieFest; Happy Father's Day; May 12th was when he was first notified of Luis Perez resigning; wish him all the best; disappointed about Thomas Collin's appointment; feels nakedly partisan.

CLOSED SESSION

A motion was made by Trustee Jones Sinnott and seconded by Trustee Guist to enter Closed Session for the purposes of discussing the following:

- Pending and Probable Litigation
- Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Personnel
- Collective Bargaining, Collective Negotiating Matters, Deliberations Concerning Salary Schedules
- Sale, Lease, and/or Acquisition of Property

Aye: Tom Guist Kit Kuhrt
Karin McCarthy-Lange Jennifer Jones Sinnott
Andrew Torres

Nay: None

The motion was declared carried by a roll call vote with five (5) aye votes and zero (0) nay votes.

The Board adjourned to Closed Session at 8:37 p.m.

The Board returned to open session at 8:54 p.m. A roll call vote was taken. All attending Board members were physically present for the roll call.

ADJOURNMENT

A motion was made by Trustee McCarthy-Lange and seconded by Trustee Torres to adjourn the meeting; upon a voice vote with all remaining members present voting aye, the meeting was adjourned at 8:54 p.m.

Tina Touchette
Village Clerk

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: June 27, 2023
SUBJECT: Vehicle Purchase

ACTION REQUESTED:
 Approval of a Resolution Awarding the purchase of a 2022 Freightliner MT45 from Fyda Freightliner in Cincinnati, OH 45241.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
6/27/2023	Village Board Meeting	N/A

DEPARTMENT: Public Works

SUBMITTED BY: Anthony Bavuso, Fleet Operations Superintendent

FISCAL IMPACT:
 FY24 - Vehicle Fund (6006050-575100) - \$102,050.00
 FY24 – Previously approved Vehicle Fund (6006050-575100) - \$100,000.00

BACKGROUND:

Currently, the Utilities Division utilizes a 2004 Economy Hauler Utility trailer to store and haul equipment for underground watermain repair as well as other utility repairs throughout the Village. The trailer is roughly 20’ long and is towed with a public works vehicle when needed. The utility trailer condition is fair and deteriorating quickly.

DISCUSSION:

We propose to purchase a 2022 Freightliner MT45 step van to replace the existing utilities trailer. Because of the difficulty locating a step van, we are requesting to extend the original budget price by \$2,050 in order to purchase the 20' unit as opposed to 18' that is available for immediate sale and delivery upon board approval. By doing so will allow for a more rapid response to watermain breaks as the step van will be readily accessible and ready to deploy as opposed to connecting a trailer to a vehicle from the storage yard. Currently, the division uses several vehicles to haul equipment from site to site as the trailer is not large enough to accommodate all tooling needed for repairs. The larger size step van will accommodate additional storage necessary for shoring and tooling required to perform repair work and eliminate vehicles needed to haul tools and special equipment. The step van will be replacing a 2004 Economy Hauler trailer that is in "fair condition" and deteriorating quickly. The trailer will be sold, and all proceeds will be deposited into the General Fund.



Existing Utility Trailer



Proposed Replacement

RECOMMENDATION:

Staff recommends the approval of a resolution authorizing the purchase of a 2022 Freightliner MT45 through Fyda Freightliner in the amount of \$102,050.

ATTACHMENTS:

- Resolution 23-R Authorizing Purchase of a 2022 Freightliner MT45
- "Exhibit A" (Sales Order from Fyda Freightliner)

RESOLUTION NO. 23 - R - ____

**RESOLUTION AUTHORIZING THE PURCHASE OF A NEW 2022 FREIGHTLINGER MT45
FROM FYDA FREIGHTLINER IN THE AMOUNT OF \$102,050.**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the agreement substantially in the form attached hereto marked as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITALS

That the recitals set forth above are incorporated here by reference.

SECTION 2. APPROVAL OF PURCHASE

The Village President and Village Board of Trustees hereby approve the purchase of a new 2022 Freightliner MT45 from Fyda Freightliner substantially as described in the buyer’s order in the form attached as “Exhibit A.”

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 27 day of June 2023.

TOM GUIST	_____	_____
KIT KUHRT	_____	JENNIFER JONES SINNOTT _____
KARIN MCCARTHY-LANGE	_____	ANDREW TORRES _____

APPROVED by me, Ryan Kauffman, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 27 day of June 2023.

RYAN KAUFFMAN, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION AUTHORIZING THE PURCHASE OF A NEW 2022 FREIGHTLINGER MT45
FROM FYDA FREIGHTLINER IN THE AMOUNT OF \$102,050.**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 27 day of June 2023, and thereafter approved by the Village President on the 27 day of June 2023.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 27 day of June 2023.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

SALES ORDER

Order #

Purchaser Village of Oswego
 Address 100 Theodore Dr
 City Oswego State IL Zip 60543
 Phone 630-742-0204

FYDA
FREIGHTLINER
CINCINNATI, INC.
 1 Freightliner Drive
 Cincinnati, OH 45241
 Phone (513) 772-7171 Fax (513) 772-7172

Date
6/14/2023



THE PURCHASER OFFERS TO PURCHASE FROM THE SELLER FOR THE STATED PRICE THE VEHICLE AND/OR EQUIPMENT AS DESCRIBED BELOW						
QTY	YEAR	MAKE	MODEL	ENGINE	STOCK NO	SERIAL NO
1	2022	FREIGHTLINER	MT45	6.7 Cummins	343985	UE8669
The mileage on the odometer is _____ and IS IS NOT accurate, refer to the federal mileage statement for full disclosure.						
2022 Freightliner MT45 20' Utilmaster, Standard bumper, twin 29", Slide doors						\$ 101,000.00
Shipping From Walton, KY to Oswego, IL						\$ 900.00
Tax Exempt: Yes or No if so Tax Exmption # _____						
LIEN -						
CASH SALES PRICE OF DESCRIBED MOTOR VEHICLES						\$ 101,900.00
GROSS TRADE ALLOWANCE			\$0.00	FREIGHT		Included
BALANCE OWED TO				Tax Rate	0.00%	(EXEMPT) SALES TAX \$ -
NET TRADE ALLOWANCE (EQUITY)			\$ -	REGISTRATION FEE		\$ 150.00
<small>ALL TRADE-INS ARE SUBJECT TO A PHYSICAL APPRAISAL AT TIME OF DELIVERY AND INSPECTION BY OUR SERVICE DEPARTMENT. GROSS TRADE-IN ALLOWANCE MAY VARY AS A RESULT OF SUCH APPRAISAL</small>						FEDERAL EXCISE TAX
						TOTAL PRICE \$ 102,050.00
TRADE:						NET TRADE-IN ALLOWANCE \$ -
Year	Make	Model				
SN#	ENG	COE	SLEEPER	SA	BALANCE \$ 102,050.00	
		CONV	NON-SLPR	TA		
Financed By			RECEIPT NO.		AMOUNT OF DEPOSIT	\$ -
The milage on the odometer is _____ and IS						
accurate refer to the federal mileage statement for full disclosure IS NOT						\$ -
Condition of Trade						\$ -
Purchaser's						\$ -
Signature						BALANCE DUE \$ 102,050.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED".
 IF THIS ORDER IS FOR A USED VEHICLE, THAT BY LAW REQUIRES A FEDERAL TRADE COMMISSION WINDOW FORM, THE INFORMATION YOU SEE ON THE WINDOW FORM IS PART OF THIS ORDER. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The front and back of this Order, the attached Written Warranty/Coverage Acknowledgment (the "Acknowledgement"), if signed by Purchaser and Dealer, and/or any financing and security agreement (a "Financing Agreement") entered into by Purchaser in connection with this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized by Dealer unless otherwise specified in this Order and acknowledged by Dealer. Collectively, this Order, the Acknowledgment, any Financing Agreement and any other agreement specified in this Order shall be referred to herein as the "Order". Purchaser hereby certifies that no credit has been extended to ii/him for the purchase of the motor vehicle(s) described in this Order except as is stated in this Order. Purchaser hereby acknowledges that ii/he has read the Terms and Conditions that are printed on the back of this Order and agrees that said Terms and Conditions are a part of this Order the same as if they were printed on the front hereof above Purchaser's signature. Purchaser or, if purchaser is not an individual, Purchaser's representative, hereby certifies that he/she is of legal age and acknowledges that he/she has received a copy of this Order and all other documents referred to in this Order.

Purchaser Village of Oswego
 By [Redacted]

SALESMAN Matt Smith
 Accepted By _____

***THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER**
SALES ORDER

ADDITIONAL TERMS AND CONDITIONS

1. As used in this Order the terms (a) "Dealer" shall mean Fyda Freightliner Cincinnati, Inc. who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by the Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles ordered hereunder is changed by manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly.
3. If the used motor vehicle(s) which have been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such ordered motor vehicle, the used motor vehicle will meet the terms and conditions specified and agreed to by the Trade Terms Addendum which if executed is attached and made a part of this Sales Order or the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle.
4. Any used vehicle(s) delivered by the purchaser to the Dealer in connection with this transaction shall be accompanied by title documents sufficient to enable the Dealer to obtain a title to the vehicle in accordance with the applicable state law. Purchaser warrants that any used vehicle delivered to the Dealer is properly titled to the Purchaser and that the Purchaser has the right to sell or otherwise convey such vehicle, and that such vehicle is free and clear of liens or encumbrances except as may be noted on the front side of this Sales Order.
5. Purchaser understands that it is his obligation to pay any Heavy Vehicle Use Tax obligation resulting from his ownership of any trade vehicle. Purchaser certifies that any such obligation has been paid and at time of trade vehicle delivery to Dealer, or if at anytime requested by Dealer will provide dealer with a copy of Purchaser's IRS form 2290, Heavy Vehicle Use Tax Return, indicating proof of such payment.
6. Manufacturer has reserved the right to change the design of any motor vehicle, chassis, accessories or parts thereof at anytime without notice and without obligation to make the same or similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
7. This Sales Order, pending approval of financing, constitutes a firm obligation for the purchase of the vehicle and/or equipment described on the front side hereof. Upon the failure of Purchaser to complete said purchase for any reason whatsoever other than that mutually agreed upon by and between the parties hereto and specified in writing, Purchaser shall pay to Dealer as liquidated damages and not as a penalty an amount equal to ten percent of the Cash Sale Price exclusive of any deductions shown on the front side of this Sales Order. Dealer shall have the right without notice to retain Purchaser's cash deposit, to sell any trade-in vehicle and, to apply the deposit and net sale proceeds against the liquidated damages.
8. The Purchaser understands that the Dealer shall not be liable for any losses or damages resulting from any delay or failure in manufacturing or delivering the vehicle(s), which delays are caused by the manufacturer or by an act of God, fire, strike, explosion or power, labor or material failure, or any other cause beyond Dealer's reasonable control.
9. The Balance Due for the motor vehicle specified on the face of this Order includes reimbursement to Dealer, for Federal Excise taxes, if applicable, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use, or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.
10. FACTORY WARRANTY; ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. EXCEPT FOR THE WARRANTY OF TITLE, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

USED VEHICLE WHETHER OR NOT SUBJECT TO A MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER COVERAGE OR SERVICE CONTRACT IS FURNISHED BY DEALER TO PURCHASER, ALL USED VEHICLES ARE SOLD "AS IS, WHERE IS, WITH ALL FAULTS, AND NOT EXPRESSLY WARRANTED OR GUARANTEED;" AND DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO SAID USED VEHICLE. IN ADDITION, NO WARRANTY OR REPRESENTATION IS MADE AS TO THE CONDITION, PREVIOUS USE OR RECONDITIONING OF SAID VEHICLE REGARDLESS OF SAID VEHICLE'S CONDITION OR APPEARANCE.
11. Purchaser shall not be entitled to recover from Dealer any damages to property and/or damages for loss of use, loss of time, loss of profits or income or any other consequential, incidental or other special damages relating to the purchase of any vehicle from Dealer (collectively, "Damages"). Notwithstanding the foregoing, in the event that Dealer is required to pay any Damages in regard to a claim arising out of this Order, the amount of said Damages shall be limited to the Total Price shown on the face of this Order.
12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such additional forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order, all of which shall be a part of this Order.
13. This Order shall be construed as having been made in and under the laws of the State of Ohio.
14. The invalidity or unenforceability of any term or provision of this Order or the application of the same to any person or circumstance shall not impair or affect the remainder of this Order or its application to other persons or circumstances; and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

Purchaser Village of Oswego Salesman Matt Smith

By Accepted By

***THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER**

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: June 27, 2023

SUBJECT: Minor Amendment for Bristol Veterinary Clinic at 2271 Orchard Road

ACTION REQUESTED:

Approve an Ordinance Granting an Amendment to the Final Planned Unit Development (PUD) for Bristol Veterinary Clinic located at 2271 Orchard Road to allow for changes to the approved signage.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
1/13/2003	Village Board	Ordinance No. 03-03 annexing the subject property approving the Preliminary PUD and Subdivision Plat (Prairie Market)
9/19/2005	Village Board	Ordinance No. 05-110 approving a Preliminary PUD for Orchard Grove
1/9/2006	Village Board	Ordinance No. 06-07 approving a Final Plat of Subdivision for Orchard Grove

DEPARTMENT: Community Development

SUBMITTED BY: Valeria Tarka, Planner

FISCAL IMPACT: Not Applicable

BACKGROUND:

The property located at 2271 Orchard Road is within the Orchard Grove subdivision. The middle unit, 2271 Orchard Road, has been vacant since the retail strip center was constructed. Bristol Veterinary Clinic is completing a build-out of the unit and will locate at the subject property.

DISCUSSION:

The petitioner is requesting approval of a Minor Amendment to allow for changes to the required signage at the subject property. Minor Amendments may be approved by the Village Board and do not require a public hearing before the Planning and Zoning Commission.

Per the building plans received for Bristol Veterinary Clinic, the unit will be approximately 2,341 square feet. Ordinance No. 05-110 requires that tenants occupying less than 9,000 square feet shall follow the sign regulations for minor tenants. Therefore, the sign shall not exceed 1 square foot in area per 1 foot of lineal façade in which the sign is affixed to, letters shall not exceed 36” in height, the total sign height shall not exceed 6’ tall, and the sign width shall not exceed 75% of the width the sign is being affixed to.

Bristol Veterinary Clinic is proposing to place a “Bristol Vet Clinic” sign and logo along the front façade, facing Orchard Road. The petitioner is requesting a to increase the maximum width of the sign from 23.625’ to 23.864’. Additionally, the petitioner is requesting to increase the maximum sign area to 59.66 SF, 28.16 SF more than what is permitted.

Party City Wall Sign	Sign Requirements	Proposed Sign Package	Increase or Decrease
Maximum Sign Width	23.625’ (75% façade width)	23.864’	+0.239’
Maximum Sign Height	6’	2.5’	No change
Max Letter Height	3’	1.33’	No change
Maximum Sign Area	31.5 SF (1 X façade width)	59.66 SF	+ 28.16 square feet

Staff is of the opinion that the Petitioner’s request to exceed the maximum width of the wall signage by less than 3” is minimal and would not significantly impact the intention of the PUD. With that being said, although the Petitioner is requesting to nearly double the maximum sign area for the subject property, Staff has been supportive of similar requests. Per the Village’s Zoning Code Section 11.12 the sign area of wall signs with multiple elements should be taken as one message and therefore the area of the sign shall be calculated by drawing an imaginary shape around all sign elements. While the height of the logo meets the standards for total sign height, 2.5’, the height is 1 foot more than the height of the letters, which skews the sign area when calculated with a box drawn around all elements. If each element were to be calculated separately, the total sign area would equal 31.5 SF and would be within Code requirements for the total sign area.

RECOMMENDATION:

Staff is recommending approval of the Ordinance Granting an Amendment to the Final Planned Unit Development (PUD) for Bristol Veterinary Clinic located at 2271 Orchard Road to allow for changes to the approved signage.

ATTACHMENTS:

- Ordinance
- Exhibit A: Legal Description
- Exhibit B: Location Map
- Exhibit C: Plat of Survey
- Exhibit D: Sign Plan

**VILLAGE OF OSWEGO
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 23 -- ____

**AN ORDINANCE GRANTING AN AMENDMENT TO THE FINAL PLANNED UNIT
DEVELOPMENT(PUD) FOR BRISTOL VETERINARY CLINIC LOCATED AT 2271
ORCHARD ROAD IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(Bristol Veterinary Clinic- Signage)

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This _____ day of _____, 2023

Prepared by and Return to:
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Published in pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on _____ 2023.

ORDINANCE NO. 23 -- __

AN ORDINANCE GRANTING AN AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT(PUD) FOR BRISTOL VETERINARY CLINIC LOCATED AT 2271 ORCHARD ROAD IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Bristol Veterinary Clinic- Signage)

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oswego, as amended; and

WHEREAS, the property was annexed to the Village on January 13, 2003 by Ordinance No. 03-03 (Document No. 200300008700); and

WHEREAS, a Preliminary Planned Unit Development (PUD) and a Planned Unit Development Agreement was approved on September 19, 2005 by Ordinance No. 05-110 (Document No. 200600005054); and

WHEREAS, a Final Plat of Subdivision was approved on January 9, 2006 by Ordinance No. 06-07 (Document No. 200600010422); and

WHEREAS, the petitioner, Katherine E. Player, D.V.M., is requesting a Minor Amendment for 2271 Orchard Road to change the approved signage to permit a maximum sign width from 23.625’ to 28.864’ and a total sign area from 31.5 square feet to 59.66 square feet when calculated by drawing a box around all sign elements; and

WHEREAS, the subject property is generally located between the southeast intersection of Mill Road and Orchard Road and the northeast intersection of Lewis Street and Orchard Road; and

WHEREAS, the property is currently zoned B-3 Community Service and Wholesale District and is improved with commercial retail center; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

Section 1: That the recitals set forth above are incorporated here by reference, and the application from Katherine E. Player, D.V.M., for a Minor Amendment to the Final PUD for Bristol Veterinary Clinic located at 2271 Orchard Road to allow for changes to the approved signage is hereby approved and that the Village Clerk is hereby directed to record with the Kendall County Clerk a certified copy of this Ordinance, together with an accurate map of the property along with the following additional exhibits :

Exhibit "A" – Legal Description

Exhibit "B" – Location Map

Exhibit "C" – Plat of Survey

Exhibit "D" – Signage Plans

The Property shall developed , constructed and maintained in conformance with the above listed Exhibits and all applicable Ordinances and Regulations of the Village .

Section 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: This Ordinance shall be in full force and effect immediately upon his passage and approval. Publication in pamphlet form is hereby authorized, as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois
this __ day of ____ 2023.

TOM GUIST _____

KIT KUHRT _____

KARIN MCCARTHY-LANGE _____

JENNIFER JONES SINNOTT _____

ANDREW TORRES _____

APPROVED by me, Ryan Kauffman, as President of the Village of Oswego, Kendall and Will
Counties, Illinois this ____ day of ____ 2023.

RYAN KAUFFMAN, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

DRAFT

STATE OF ILLINOIS)

SS

COUNTY OF KENDALL)

CLERK'S CERTIFICATE
(ORDINANCE)

I, Tina Touchette, the duly qualified Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

AN ORDINANCE GRANTING AN AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT(PUD) FOR BRISTOL VETERINARY CLINIC LOCATED AT 2271 ORCHARD ROAD IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Bristol Veterinary Clinic- Signage)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the ___ day of _____ 2023, approved by the Village President on the ___ day of _____ 2023 and thereafter published in pamphlet form.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 2023.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

LEGAL DESCRIPTION

LOT 1 OF ORCHARD GROVE, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 13 AND PART OF THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 2006 AS DOC. NO. 200600016763, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

2271 Orchard Road, Oswego, IL 60543

Exhibit
B



Date Printed: 6/19/2023



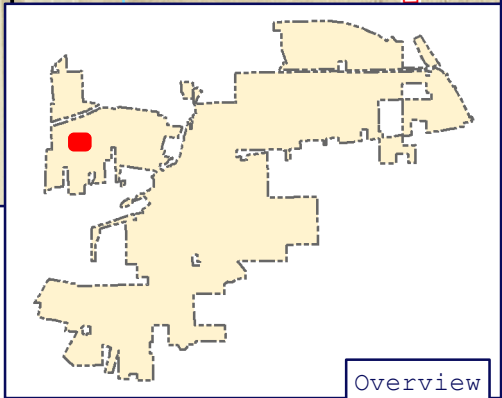
90



Feet



The requested map will be created for study purposes only. Please refer to the official recorded plats or deeds for the actual legal descriptions and property dimensions. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by the Village of Oswego or its employees. This work is protected by the United States Copyright Act of 1976 (17 U.S.C. Sec101 et seq). You are not permitted to use and/or reproduce any part of a copyrighted work of the Village of Oswego in violation of Federal Copyright Law. Doing so may result in prosecution under such law. If you wish to use property in which the Village of Oswego owns a copyright, you must obtain written permission through the Community Development Department in the Village of Oswego, located at 100 Parkers Mill, Oswego, Illinois 60543.



Overview

ALTA/ACSM LAND TITLE SURVEY

OF

LOT 1 OF ORCHARD GROVE, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 13 AND PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 2006 AS DOC. NO. 200600010423, AND CERTIFICATE OF CORRECTION RECORDED JUNE 6, 2006 AS DOC. NO. 200600016763, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.



1"=40'

LEGEND

- Boundary of property
- Lot lines
- Found Mag Nail
- Set Mag Nail
- Utility Handhole
- ⊗ Sewer Inlet or Catchbasin
- ⊙ Sewer Manhole
- ⊖ Water Valve Vault
- ⊕ Water Service Box
- ⊘ Fire Hydrant
- ⊗ Light Pole
- ⊕ Utility Pedestal
- ⊗ Electric Transformer
- ⊕ Gas Meter
- ⊖ Electric Meter
- ⊙ Sewer Cleanout
- ⊕ Fire Dept. Connection

Access Easement
Continues Northerly
to Mill Road

"ANB LAND LLC, CHRIS SWIECA"

Lot 6

THIS PLAT HAS BEEN PREPARED IN COORDINATION WITH CHICAGO TITLE INSURANCE COMPANY'S POLICY NO.: 15014558WJ, HAVING AN EFFECTIVE DATE OF JUNE 19TH, 2015.

SCHEDULE B ITEMS:

119) NOTES SET FORTH ON THE PLAT OF ORCHARD GROVE, RECORDED AS DOC. NO 06-10423 ON APRIL 10TH, 2006.

1. ALL LOTS WILL BE SUBJECT TO AN OPERATION AND EASEMENT AGREEMENT, WHICH GRANTS ACCESS AND OTHER RIGHTS, RECORDED AS DOC. NO. _____ AND DATED _____ THE SURVEYOR IS NOT AWARE OF ANY OPERATION AGREEMENT.

2. ACCESS TO MILL ROAD AND LEWIS STREET IS RESERVED FOR THE OWNERS OF LOTS 1 THROUGH 11, INCLUSIVE, FOR INGRESS/EGRESS, SHOWN HEREON.

3. LOT 1 HAS NO DIRECT VEHICULAR ACCESS TO ORCHARD ROAD, OTHER THAN THROUGH INGRESS/EGRESS EASEMENTS, SHOWN HEREON.

4. PARKING IS NOT ALLOWED WITHIN INGRESS/EGRESS EASEMENTS, AFFECTS THIS PROPERTY.

5. INTERNAL ACCESS TO LOTS SHALL BE PROVIDED AS PERMITTED BY THE APPROVED P.U.D. AGREEMENT. AFFECTS THIS PROPERTY AND ALL ACCESS IMPROVEMENTS SHOWN HEREON.

6. INGRESS/EGRESS, DRAINAGE AND LANDSCAPE EASEMENTS, AFFECT THIS PROPERTY AS SHOWN HEREON.

7. SIDEWALK EASEMENT IS RESERVED FOR PUBLIC ACCESS OVER THE EASTERLY 7.0 FEET OF LOTS 9, 10, 11, 1, 2, 3, AND 4 ADJOINING ORCHARD ROAD, AFFECTS THIS PROPERTY, AS SHOWN AS A 7' S.E. HEREON.

J20) BUILDING AND PAVEMENT SETBACK LINE AFFECTS THIS PROPERTY, AS SHOWN AS A 26' B.&P.S.L. HEREON.

K21) INGRESS/EGRESS EASEMENT OVER THE WESTERLY AND SOUTHERLY 18 FEET OF LOT 1, AS SHOWN AS 1/2 HEREON.

L22) UTILITY EASEMENT, OVER THE: NORTH 10 FEET OF THE SOUTH 28 FEET AND THE EAST 25 FEET OF THE WEST 43 FEET AND THE WEST 10 FEET OF THE EAST 36 FEET OF LOT 1.

M23) SIDEWALK EASEMENT FOR PUBLIC ACCESS, OVER THE: EASTERLY 7 FEET OF LOT 1 AFFECTS THIS PROPERTY, AS SHOWN AS A 7' S.E. HEREON.

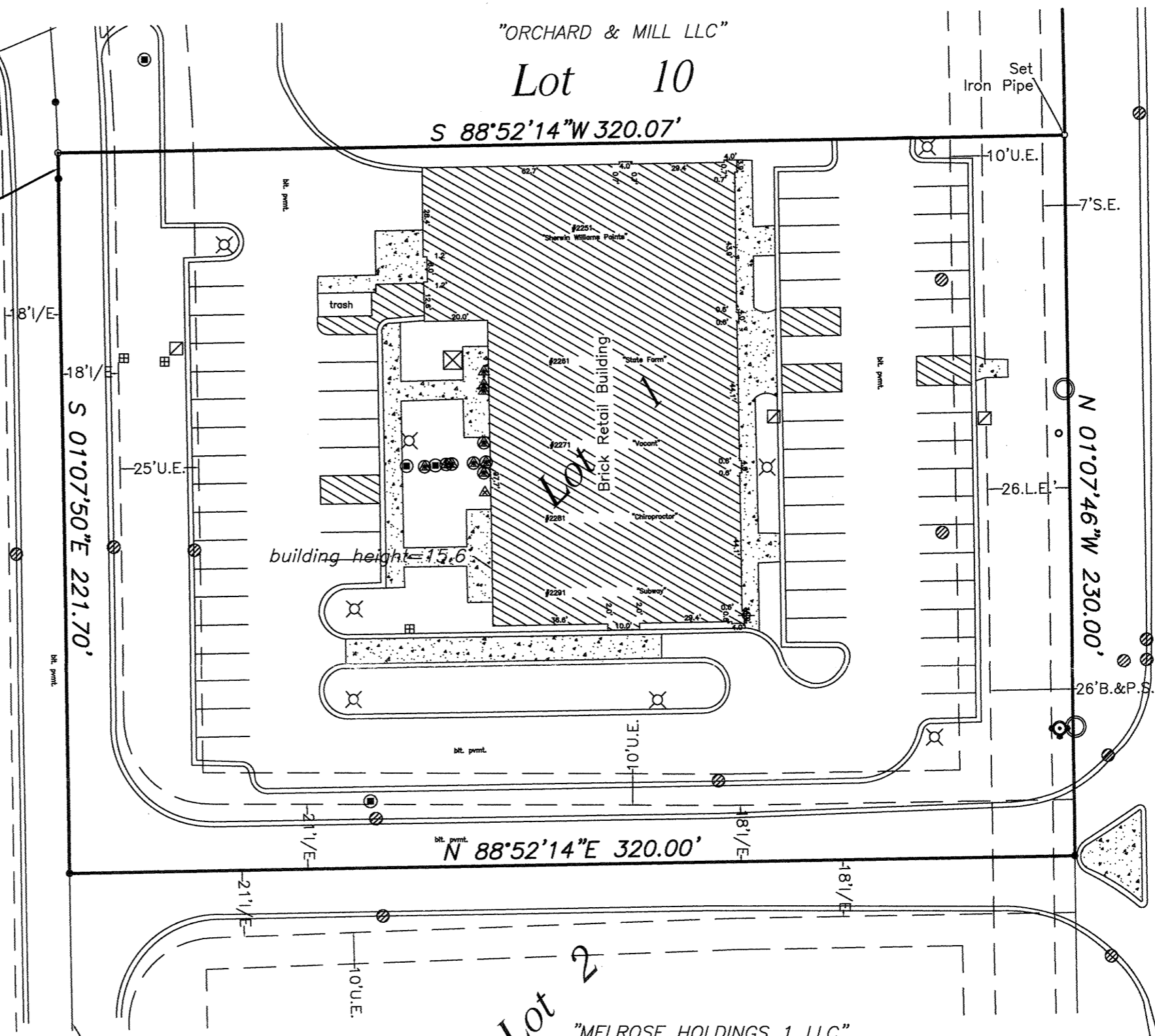
N24) LANDSCAPE EASEMENT, OVER THE: EASTERLY 26 FEET OF LOT 1 AFFECTS THIS PROPERTY, AS SHOWN AS A 26' L.E. HEREON.

P25) TEMPORARY EASEMENT IN FAVOR OF THE VILLAGE OF OSWEGO, THEIR SUCCESSORS AND ASSIGNS, ACCORDING TO DOC. NO. 0007525 HAS EXPIRED.

Q26) EASEMENT IN FAVOR OF SBC AND THE COMMONWEALTH EDISON COMPANY, THEIR SUCCESSORS AND ASSIGNS, ACCORDING TO DOC. NO. 200600004501. AFFECTS THIS PROPERTY AND IS SHOWN AS 25' U.E. HEREON.

X32) TEMPORARY CONSTRUCTION EASEMENT TO KENDALL COUNTY, ACCORDING TO DOC. NO. 2009008726, HAS EXPIRED AND DOES NOT AFFECT THIS PROPERTY.

Y33) TEMPORARY CONSTRUCTION EASEMENT TO KENDALL COUNTY, ACCORDING TO DOC. NO. 2009008728, HAS EXPIRED AND DOES NOT AFFECT THIS PROPERTY.



Access Easement continues
southerly to Lewis Street.



TABLE A:

- 1) MONUMENTS HAVE BEEN FOUND OR SET AT ALL PROPERTY CORNERS AS SHOWN HEREON.
- 2) ADDRESSES ARE SHOWN WITHIN THE BUILDING FOOTPRINT HEREON.
- 3) THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD ZONE, ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 17093C0035H, HAVING AN EFFECTIVE DATE OF JANUARY 8TH, 2014.
- 4) CONTAINS 1.69 ACRES.
- 6A) ZONED B-3 COMMERCIAL SERVICE & WHOLESALE DISTRICT, ACCORDING TO THE VILLAGE OF OSWEGO ZONING MAP, LAST UPDATED FEBRUARY 17TH, 2011.
- 7A) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL HAVE BEEN SHOWN HEREON.
- 7B) THE SQUARE FOOTAGE OF THE EXTERIOR BUILDING FOOTPRINT IS 12,633.
- 7C) BUILDING HEIGHT IS SHOWN TO THE FLOOD OPENING IN THE ROOF AS SHOWN HEREON.
- 8) SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY HAVE BEEN SHOWN HEREON.
- 9) 60 PARKING SPACES (57 REGULAR AND 3 HANDICAP)
- 11A) OBSERVED EVIDENCE OF UTILITIES HAS BEEN SHOWN HEREON.
- 13) NAMES OF ADJOINING OWNERS TO THIS PROPERTY HAVE BEEN SHOWN HEREON.

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

LOCATION FINDERS INTERNATIONAL, INC
ORCHARD & MILL, LLC
CHICAGO TITLE INSURANCE COMPANY
FIRST NATIONAL BANK OF OMAHA, N.A.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 7(A), 7(B1), 7(C), 8, 9, 11(A), AND 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 4TH, 2015.

DATED THIS 4TH DAY OF AUGUST, 2015.

Leslie Aaron Doogs

LESLIE AARON DOOGS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3833
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2016

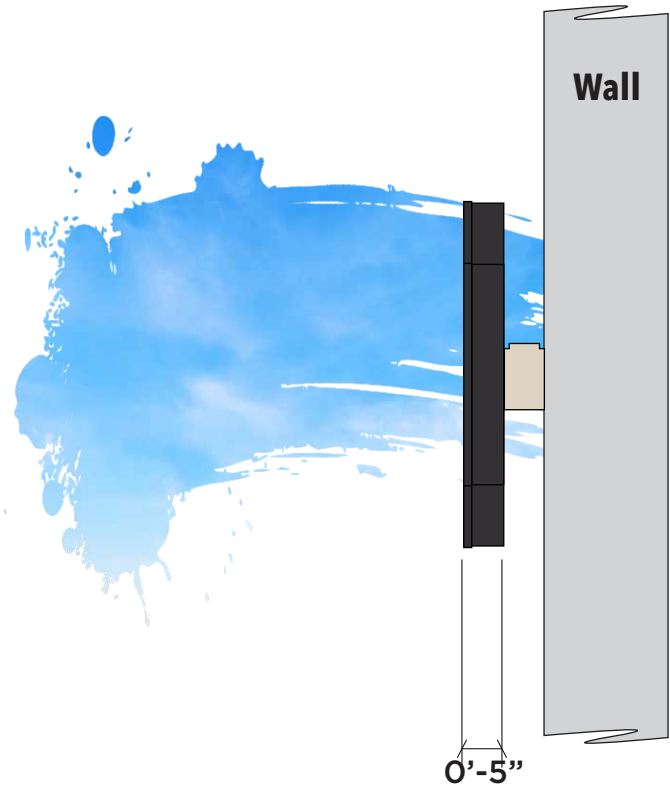
Front Elevation

Logo: 6.25
 Bristol: 11.67
 Vet: 5.02
 Clinic: 8.62
 Square Footage: 31.5

Exhibit
D



Sample Of Illumination



Illuminated Channel Letters on a Raceway

Materials: Fabricate and install sign of aluminum & acrylic.

Letter faces: to be 3/16" white acrylic. With high performance vinyl applied first surface.

Trimcap: 1" trim-cap

Returns: 5" depth returns.

Illumination: Internal Illumination to be white LEDs.

Finish: All exposed metal surfaces to be coated with acrylic polyurethane.

Wall Sign: to be 3/16" white acrylic (Cryo 015). With high performance vinyl applied first surface. 2" Retainers, 2" returns, Internal Illumination to be white LEDs (Hanley PE3W7K). All exposed metal surfaces to be coated with acrylic polyurethane. Flush mounted.

- A** Burgandy 3630-49 Vinyl
- B** Wall Sign w/ digital print
- C** Black Vinyl
- D** 3/8" Keyline Stroke on all letters

SCALE 3/8"=1' Drawn By: RA

	Acrylic Faces - White	Stock
	Trimcap - Black	Stock
	Returns - Black	Paint
	Raceway - Mp42225	Paint
	Burgandy 3630-49	Vinyl
	Black Opaque	Vinyl

Computer generated colors are not a true match to any PMS, vinyl or paint. Rendering shown is for concept only. Actual scale and placement shown are approximate.

All Signs Shall Be Installed In Accordance With N.E.C. Article 600

Engineering Specifications All Signs Fabricated as per A.S.A. Specifications & 2018 I.B.C.	Electrical Specifications All Signs Fabricated as per 2017 N.E.C. Specifications
--	--

NOTE: THIS DRAWING IS THE PROPERTY OF AURORA SIGN CO. IT IS NOT TO BE REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM AURORA SIGN CO. CHARGES OF UP TO \$2000.00 WILL BE ASSESSED FOR ANY MIS-USE OF THESE DRAWINGS.



Prepared For: Bristol Veterinary Clinic	Address: 2271 Orchard Road
Location Name: Oswego	City/State: Oswego, IL 60543

Drwg: 230686	Sheet: 1	Design Date: 5/3/2023
Rev A: 5/25/2023	Rev D:	
Rev B:	Rev E:	
Rev C:	Rev F:	

LANDLORD APPROVAL SIGNATURE

Front Elevation

Exhibit
D

INSTALL INSTRUCTIONS:
Center sign on facade as shown.
Connect to electrical service
to be provided by others prior to install.

Proposed



Existing



SPECIAL NOTES:

MOUNTING HARDWARE:



*To be confirmed by Installer at time of Installation

SCALE 3/16"=1'	Drawn By: RA
-----------------------	---------------------

Computer generated colors are not a true match to any PMS, vinyl or paint. Rendering shown is for concept only. Actual scale and placement shown are approximate.

All Signs Shall Be Installed In Accordance With N.E.C. Article 600

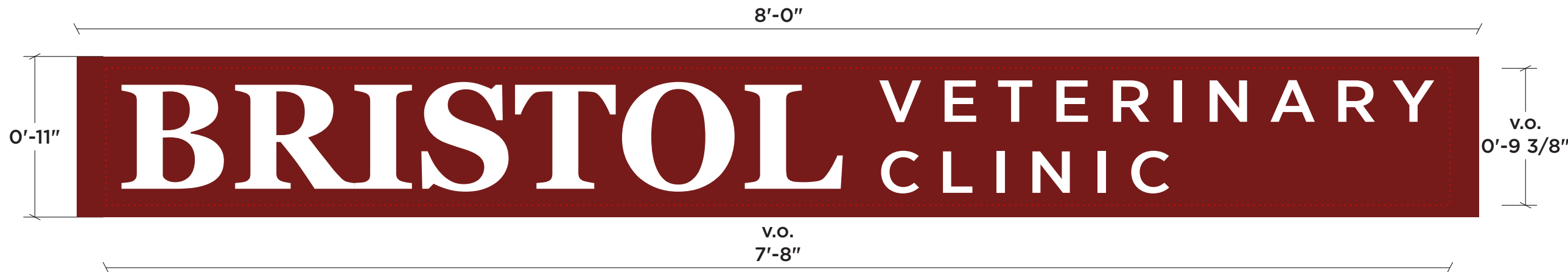
Engineering Specifications All Signs Fabricated as per A.S.A. Specifications & 2018 I.B.C.	Electrical Specifications All Signs Fabricated as per 2017 N.E.C. Specifications
---	---

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Prepared For: Bristol Veterinary Clinic	Address: 2271 Orchard Road	Drwg: 230686	Sheet: 1A	Design Date: 5/3/2023
Location Name: Oswego	City/State: Oswego, IL 60543	Rev A: 6/13/2023	Rev D:	
		Rev B:	Rev E:	
		Rev C:	Rev F:	

LANDLORD APPROVAL SIGNATURE



Tenant Panels on a Double Sided sign - 2 required

Fabricate and install tenant panels of 3/16" acrylic and vinyl. 3M high performance vinyl to be applied first surface.

INSTALL INSTRUCTIONS:

Remove existing panels. Replace with new panels on both sides in area shown.

Proposed



Existing



SCALE 1 1/2"=1'	Drawn By: RA
------------------------	--------------

Burgandy 3630-49	Vinyl
------------------	-------

Computer generated colors are not a true match to any PMS, vinyl or paint. Rendering shown is for concept only. Actual scale and placement shown are approximate.

All Signs Shall Be Installed In Accordance With N.E.C. Article 600

Engineering Specifications All Signs Fabricated as per A.S.A. Specifications & 2018 I.B.C.	Electrical Specifications All Signs Fabricated as per 2017 N.E.C. Specifications
--	--

NOTE: THIS DRAWING IS THE PROPERTY OF AURORA SIGN CO. IT IS NOT TO BE REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM AURORA SIGN CO. CHARGES OF UP TO \$2000.00 WILL BE ASSESSED FOR ANY MIS-USE OF THESE DRAWINGS.

Prepared For: Bristol Veterinary Clinic	Address: 2271 Orchard Road	Drwg: 230686	Sheet: 2	Design Date: 5/3/2023	LANDLORD APPROVAL SIGNATURE
Location Name: Oswego	City/State: Oswego, IL 60543	Rev A:	Rev D:		
		Rev B:	Rev E:		
		Rev C:	Rev F:		

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: June 27, 2023

SUBJECT: New Water Source – Amended Escrow Agreement

ACTION REQUESTED:

Approval of a Resolution Authorizing the Execution of the Amended and Restated Escrow Intergovernmental Agreement Between the Village of Montgomery, the Village of Oswego, the United City of Yorkville, and the DuPage Water Commission and Authorizing an Installment Payment to the DuPage Water Commission Escrow Account in the Amount of \$800,000.00

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
12/14/21	Village Board	Approved Resolution 21-R-101 Designating Lake Michigan as the Preferred Water Source and the DuPage Water Commission as the Preferred Water Supplier for the Village of Oswego
5/2/23	Special Village Board	Approved Resolution 23-R-30 Authorizing the Execution of An Escrow Intergovernmental Agreement Between the Village of Montgomery, the Village of Oswego, the United City of Yorkville, and the DuPage Water Commission

DEPARTMENT: Public Works

SUBMITTED BY: Jennifer M. Hughes, P.E., CFM Public Works Director/Village Engineer

FISCAL IMPACT:

FY24 Budget: \$1,000,000 CIP – Infrastructure (Acct.# 3003000-572000) for planning & design

BACKGROUND:

The Villages of Oswego and Montgomery and the United City of Yorkville (collectively the “WaterLink Communities”) desire to obtain Lake Michigan water from the preferred provider, the

DuPage Water Commission (DWC) (See Oswego Resolution 21-R-101 approved December 14, 2021).

The Village approved an escrow agreement with DWC and the WaterLink Communities which envisions deposit of \$200,000 by each WaterLink Communities into an escrow established by DWC. Funds in the escrow will be used to pay for engineering services. The agreement provides for supplementing the escrow once the fund balance drops below \$200,000. The Board approved payment of the first \$200,000 when adopting the agreement.

DISCUSSION:

On May 18, 2023, DWC selected the team of Lockwood, Andrews and Newman, Inc. (LAN) in partnership with Robinson Engineering, Ltd. and Stanley Consultants, Inc. among others, to design the transmission main between DWC and the WaterLink Communities. While detailing the scope and schedule of work to meet the goal to deliver Lake Michigan water the Oswego in 2027, the parties determined that the initial escrow balance and replenishment triggers will be insufficient. Therefore, DWC requests the WaterLink Communities amend the agreement to address the deficiencies.

The amendment authorizes DWC to invoice WaterLink Communities according to the following schedule:

- a. On or before June 16, 2023 - \$200,000.00;
- b. On or before July 21, 2023 - \$800,000.00; and
- c. On or before September 30, 2023 - \$410,000.00.

The total funding by the WaterLink Communities is \$4,230,000. The agreement continues the provision that the escrow will be supplemented in proportional increments of up to \$100,00 by each community when the balance drops below \$200,000.

RECOMMENDATION:

Staff recommends approval of the Amended and Restated Escrow Intergovernmental Agreement between the Village of Montgomery, the Village of Oswego, the United City of Yorkville, and the DuPage Water Commission and payment of an installment for the escrow in the amount of \$800,000.

ATTACHMENTS:

- o Resolution_23_R__DWC Escrow Agreement
- o Exhibit A – Amended Escrow Agreement

RESOLUTION NO. 23 - R - ____

RESOLUTION AUTHORIZING THE EXECUTION OF THE AMENDED ESCROW INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO, THE UNITED CITY OF YORKVILLE, AND THE DUPAGE WATER COMMISSION AND AUTHORIZING AN INSTALLMENT PAYMENT TO THE DUPAGE WATER COMMISSION ESCROW ACCOUNT IN THE AMOUNT OF \$800,000.00

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; to license, to tax; and to incur debt; and

WHEREAS, the existing water source of the Village of Montgomery, Village of Oswego, and United City of Yorkville (collectively, the “Municipalities”) is anticipated to be at a severe risk of depletion and no longer able to meet the region’s maximum daily water demand sometime between 2030 and 2050; and

WHEREAS, the Municipalities have agreed to jointly hire engineers, lawyers, and other experts to advise them on the advantages and disadvantages of potential water supply sources; and

WHEREAS, the Municipalities evaluated key considerations of the potential water supplies, including: the sustainability of the water source, water quality, permitting, governance, responsibility, internal system improvements, project timing, and cost; and

WHEREAS, the President and Board of Trustees of the Village of Oswego discussed the Study, alternative water sources, and the factors for consideration in public at their June 8, 2021, June 22, 2021, July 13, 2021, October 5, 2021, and November 16, 2021, Committee of the Whole meetings; and

WHEREAS, the Municipalities have all committed to working together to share the system distribution costs so that the chosen water source is the least expensive option for each community; and

WHEREAS, the DuPage Water Commission (the “Commission”) has issued two Memoranda of Understanding dated June 30, 2021, and November 19, 2021, outlining the proposed terms of the Municipalities’ connection to the Commission; and

WHEREAS, after reviewing the key considerations, including water quality, sustainability, costs, system reliability, operational record, and other key information and terms detailed in the Memoranda, the President and Board of Trustees of the Village of Oswego approved Resolution 21-R-101 on December 14, 2021 declaring that it is in the best interests of the Village and its public health and safety to designate Lake Michigan as the Village of Oswego’s preferred water source, and the Commission as the Village of Oswego’s preferred water supplier; and

WHEREAS, the Commission will design, construct, own, operate, and maintain the Transmission Main (the “Project”), and

WHEREAS, the Commission will incur expenses for the design and construction of Project and the eventual Direct Connections to serve the Municipal System, costs which will include but not be limited to engineering, property acquisition, and easement acquisitions (the “Commission Expenses”); and

WHEREAS, the Municipalities and Commission mutually agree and desire to commence the preliminary engineering design of the Transmission Main and Direct Connections prior to the execution of the Water Purchase and Sale Contracts and Construction Contract in order to accelerate the schedule for the delivery of Lake Michigan water to the Municipalities; and

WHEREAS, the Commission requires the Municipalities to establish an escrow fund with the Commission as stated herein to provide a funding source for the design engineering portion of the Commission Expenses; and

WHEREAS, the Village approved Resolution 23-R-30 on May 2, 2023 authorizing the Execution of An Escrow Intergovernmental Agreement Between the Village of Montgomery, the Village of Oswego, the United City of Yorkville, and the DuPage Water Commission (the “Original Agreement”); and

WHEREAS, the Village paid the DuPage Water Commission Two Hundred Thousand Dollars and No Cents (\$200,000.00) in accordance with the terms of the Original Agreement; and

WHEREAS, after approval of the Agreement, the Commission selected a preferred engineering group and refined the estimated cash flow requirements for Commission Expenses; and

WHEREAS, the Commission and Municipalities have determined the Original Agreement is insufficient to meet the estimated cash flow requirements; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the Amended and Restated Escrow Intergovernmental Agreement (the “Amendment”) substantially in the form attached hereto marked as “Exhibit A”; and

WHEREAS, the Amendment requires the Village to pay the Commission Eight Hundred Thousand Dollars and No Cents (\$800,000.00) prior to July 21, 2023 in the form of cash to be held by the Commission in escrow (“Escrow Account”).

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITALS

That the recitals set forth above are incorporated here by reference.

SECTION 2. APPROVAL OF AMENDMENT AND INSTALLMENT PAYMENT FOR ESCROW

The Village President and Village Board of Trustees hereby approve the Amended and Restated Escrow Intergovernmental Agreement with the Village of Montgomery, United City of Yorkville, and the DuPage Water Commission, and the Village Administrator and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego the First Amendment to the Escrow Intergovernmental Agreement substantially in the form attached as “Exhibit A” and pay the DuPage Water Commission an installment payment in the sum of Eight Hundred Thousand Dollars and No Cents (\$800,000.00) to be held in escrow by the Commission.

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 27th day of June 2023.

TOM GUIST	_____	_____	_____
KIT KUHRT	_____	JENNIFER JONES SINNOTT	_____
KARIN MCCARTHY-LANGE	_____	ANDREW TORRES	_____

APPROVED by me, Ryan Kauffman, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 27th day of June 2023.

RYAN KAUFFMAN, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

RESOLUTION AUTHORIZING THE EXECUTION OF THE AMENDED ESCROW INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO, THE UNITED CITY OF YORKVILLE, AND THE DUPAGE WATER COMMISSION AND AUTHORIZING AN INSTALLMENT PAYMENT TO THE DUPAGE WATER COMMISSION ESCROW ACCOUNT IN THE AMOUNT OF \$800,000.00

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 27th day of June 2023, and thereafter approved by the Village President on the 27TH day of June 2023.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of June 2023.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

AMENDED AND RESTATED ESCROW INTERGOVERNMENTAL AGREEMENT

This Amended and Restated Escrow Intergovernmental Agreement (the “Amended Escrow Agreement”) is dated the _____ day of _____, 2023 between the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville are collectively referred to herein as the “Municipalities”) and the DuPage Water Commission (the “Commission”), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.* (the “Acts”).

WITNESSETH:

WHEREAS, the Commission has been organized under the Acts to supply water within its territorial limits; and

WHEREAS, the Municipalities currently own and operate municipal drinking water systems served by wells which extract source water from the Ironton-Galesville aquifer; and

WHEREAS, the Municipalities are within the territorial limits of the Commission; and

WHEREAS, the Municipalities intend to change from the Ironton-Galesville groundwater source to Lake Michigan source water, through a future water purchase agreement (the “Customer Agreement”) with the DuPage Water Commission, and have applied to the State of Illinois Department of Natural Resources, Office of Water Resources (“IDNR”), for a Lake Michigan Water Allocation Permit (“Permit”); and

WHEREAS, the Municipalities have conducted extensive study and have concluded that the most sustainable alternative water source to serve the Municipalities through the municipal waterworks systems currently serving the Municipalities, as well as any extensions or improvements of those systems (collectively the “Municipal Systems”) is Lake Michigan water from the Commission; and

WHEREAS, the Commission owns and maintains a waterworks system as a supplier of Lake Michigan water to member customers that contract for such service (“Commission’s Waterworks System”); and

WHEREAS, Oswego seeks to connect to Lake Michigan water through the Commission in 2027, Yorkville in 2030, and Montgomery in 2032; and

WHEREAS, pending a Permit from the IDNR, the Municipalities seek to connect to Lake Michigan through the DWC; and

WHEREAS, the Commission has entered into a water supply contract with the City of Chicago to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers; and

WHEREAS, the Commission’s water supply contract with the City of Chicago is set to expire in 2024 and the Commission is 1) exploring an alternative solution to obtaining Lake Michigan water and at the same time, 2) in discussions and negotiations with the City of Chicago for a new water supply agreement; and

WHEREAS, the Municipalities and the Commission are in the process of negotiating Water Purchase and Sale Contracts for the sale of Lake Michigan water to the Municipalities from the Commission’s Waterworks System; and

WHEREAS, the Municipalities and the Commission are in the process of negotiating a Construction Contract for the construction of a transmission line and be directly connected to the Commission’s Waterworks System (the “Direct Connection”), through the construction and extension of the Commission’s water transmission infrastructure as preliminarily described in Exhibit A (the “Transmission Main”), such that the Municipal Systems will connect through the Transmission Main to the Commission’s Waterworks System facilities directly; and

WHEREAS, the Commission will design, construct, own, operate, and maintain the Transmission Main (the “Project”); and

WHEREAS, the Commission will incur expenses for the design and construction of the Project and the eventual Direct Connections to serve the Municipal System, costs which will include but not be limited to engineering, property acquisition, and easement acquisitions (the “Commission Expenses”); and

WHEREAS, the Municipalities and Commission mutually agree and desire to commence the preliminary engineering design of the Transmission Main and Direct Connections prior to the execution of the Water Purchase and Sale Contracts and Construction Contract in order to accelerate the schedule for the delivery of Lake Michigan water to the Municipalities; and

WHEREAS, the Commission requires the Municipalities to establish an escrow fund with the Commission as stated herein to provide a funding source for the design engineering portion of the Commission Expenses; and

WHEREAS, the Commission has executed a contract with Lockwood, Andrews and Newnam, Inc. (“LAN”) to perform Phase I engineering services, including preliminary design and determination of transmission main routings (the “Phase I Services”); and

WHEREAS, the cost of services to complete the Phase I Services from LAN by February 28, 2024, is in the amount of \$4,263,649.00 plus reimbursable costs; and

WHEREAS, the Municipalities agree that they are responsible for those expenses incurred for Phase I Services performed and completed within the scope of services of the contract between the Commission and LAN; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Commission and the Municipalities are authorized to enter into this Amended Escrow Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Municipalities and the Commission hereby agree as follows:

AGREEMENT

1. The recitals contained in the Preamble above will become a part of this Amended Escrow Agreement as if fully set forth herein.

2. Montgomery, Oswego, and Yorkville will each make deposits into the Commission's escrow account in accordance with the following schedule:

- a. On or before June 16, 2023 - \$200,000.00;
- b. On or before July 21, 2023 - \$800,000.00; and
- c. On or before September 30, 2023 - \$410,000.00,

for a total amount of \$4,230,000.00 in the form of cash to be held by the Commission in escrow ("Escrow Account").

3. The Commission will establish a segregated Escrow Account for the sole purpose of funding the Commission Expenses. The Commission will draw from the Escrow Account to pay for or reimburse the design engineering costs of Commission Expenses.

4. The Escrow Account will be insured and interest bearing, and the Commission will provide the Municipalities with Quarterly Statements: 1) showing the starting and ending balances for that quarter in the Escrow Account; 2) detailing the design engineering costs of Commission Expenses incurred for that quarter including any amounts received or paid from the Escrow Account. The Municipalities will have the right to conduct audits for three years after the termination of this Escrow Agreement relative to the Escrow Account.

5. The Commission will keep a record of all pay requests from the Escrow Account for reimbursement of Commission Expenses incurred (the "Pay Request") and sufficient documentation of the Commission Expenses incurred in support of the Pay Request. The documentation will be retained for review by the Municipalities upon request and included within the Quarterly Statements issued by the Commission.

6. The Municipalities and the Commission will resolve any Escrow Account disputes using the dispute resolution procedure in Paragraph 10.

7. This Escrow Agreement will terminate, and any monies not paid or incurred for Commission Expenses, including any interest therein will be returned to the Municipalities, unless mutually extended by the Municipalities and the Commission, upon the earlier of:

- a. Two years from the date of this Escrow Agreement;
- b. Upon the signing of Water Purchase and Sale Agreements between the Commission and the Municipalities for the purchase of water from the Commission;
- c. Upon the Municipalities' written notification to the Commission that they are no longer pursuing Water Purchase and Sale Agreements with the Commission for the purchase of water from the Commission; or
- d. Any failure of one or more of the Municipalities to make any payment required under this Agreement within seven days after being notified of the failure to pay.

No monies will be returned to the Municipalities until a full accounting has been completed of the expenditures incurred under this Agreement.

8. If at any time during the term of this Amended Escrow Agreement, the balance in the Escrow Account is less than Two Hundred Thousand Dollars (\$200,000.00), the Commission will notify the Municipalities. Within thirty (30) days of the Commission notifying the Municipalities under this Paragraph 8, Montgomery, Oswego, and Yorkville will each pay the Commission its proportionate or equal share of the request but not to exceed One Hundred Thousand Dollars (\$100,000.00) for deposit into the Escrow Account.

9. The Commission will follow generally accepted engineering principles and regularly conduct Project progress meetings with the Municipalities to review and seek consensus of the progress of the Project and at each engineering design milestone such as 30, 50, 90% completion.

10. All claims, disputes, and other matters in question among the Municipalities and the Commission arising out of, or relating to, this Amended Escrow Agreement shall be decided by arbitration, in accordance with the Arbitration Rules of the American Arbitration Association,

unless the Municipalities and the Commission mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment may be entered on it in accordance with applicable law in the Eighteenth Judicial Circuit, DuPage County, Illinois. Demand for arbitration shall be made in accordance with the notice provisions contained in Paragraph 13 below, with copies sent to the American Arbitration Association.

11. If any Municipality or the Commission defaults in the full and timely performance of any of its obligations hereunder, the non-breaching entity or entities, after first providing written notice to the breaching entity of the event of default and providing the breaching entity ten (10) days to cure the same, will be entitled to invoke its legal rights and remedies as a result thereof, including, but not limited to, its equitable remedy of specific performance. THE FOREGOING NOTWITHSTANDING, NO ENTITY WILL BE LIABLE TO ANOTHER ENTITY OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR CONTRACTORS FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

12. There are no third-party beneficiaries of this Amended Escrow Agreement and nothing in this Amended Escrow Agreement, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

13. Any notices under this Amended Escrow Agreement will be personally delivered, delivered by the deposit thereof in the U. S. Postal Service, postage prepaid, registered, or certified, return receipt requested, or by overnight courier service to the Party at the address listed below or at another address hereafter designated by notice or by email transmission. Any such notice will be deemed to have been delivered and given upon personal delivery or delivery by a nationally recognized overnight courier service, or deposit with the United States Postal Service or upon receipt of written confirmation that facsimile or email transmission has been successfully completed:

If to the Commission:

Paul D. May, P.E., General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

With a copy to:

Phillip A. Luetkehans
Luetkehans, Brady, Garner & Armstrong
105 E. Irving Park Road
Itasca, IL 60143
Email: pal@lbgalaw.com

If to the Municipalities:

Village Manager
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Village Manager
Village of Montgomery
200 N River Street
Montgomery, IL 60538

City Manager
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

With a copy to:

Irene Schild Caminer
Caminer Law, LLC
2612 W. Sunnyside Ave.
Chicago, IL 60625

14. Each Municipality will hold the Commission harmless and defend the Commission from any claims or litigation that arise out of the Phase I Services due to that Municipality's failure to comply with the payment obligations arising under this Amended Escrow Agreement.

15. Miscellaneous.

- a. Except as provided herein, the Municipalities and the Commission will not assign this Amended Escrow Agreement or any right or privilege any Municipalities and the Commission may have under this Amended Escrow Agreement without the prior written consent of all Parties hereto, not to be unreasonably withheld conditioned or delayed.
- b. This Amended Escrow Agreement will be governed by the internal laws of the State of Illinois.
- c. The person(s) executing this Amended Escrow Agreement on behalf of the Parties hereto warrant that: (i) such each Municipality and the Commission are duly organized and existing; (ii) the individual signing is duly authorized to execute and deliver this Amended Escrow Agreement on behalf of said Municipality or the Commission; (iii) by so executing this Amended Escrow Agreement, such Municipality and the Commission are formally bound to the provisions and conditions contained in this Amended Escrow Agreement; and (iv) the entering into this Amended Escrow Agreement by a Municipality and the Commission does not violate any provision of any other agreement to which said Municipality and the Commission is bound.
- d. Each Municipality and the Commission acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set forth in this Amended Escrow Agreement. Each Municipality and the Commission hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of each Municipality and the Commission as evidenced by this Amended Escrow Agreement.

- e. This Amended Escrow Agreement is the entire agreement between the Municipalities and the Commission regarding its subject matter and may not be changed or amended except pursuant to a written instrument signed by each Municipality and the Commission.
- f. This Amended Escrow Agreement may be executed in any number of identical counterparts each of which will be considered an original, but which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, each Municipality and the Commission hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

ATTEST:

DuPage Water Commission

BY: _____

ATTEST:

Village of Montgomery

BY: _____

ATTEST:

Village of Oswego

BY: _____

ATTEST;

United City of Yorkville

BY: _____

**Village of Oswego
Bill List
June 27th, 2023**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
General Fund:				
Administration:				
	Ancel, Glink, Diamond	Legal Fees May 2023 inv #97140	2,332.50	
	ILCMA	Training Coordinator Job Posting	50.00	
	ILCMA	Job posting for Planner and Management Analyst	100.00	
	Laner Muchin, Ltd.	Legal fees inv #648316 May 2023	2,306.25	
	Mahoney, Silverman	Legal services May 2023 Invoice #63830	11,728.75	
	Metro West Council	Board Meeting Attendance 06/12/23	45.00	
	Shaw Suburban Media	Monthly Statement - Yard Sale/PW Tech/CSO	853.84	
		Administration Total:		17,416.34
Community Relations:				
	ASCAP	ASCAP Consumer Price Index Fee Increase	13.75	
	Aurora Area Convention & Visitor Bureau	AACVB Tax - 4th Quarter 2022 & 1st Quarter 2023	27,488.75	
	BMI	BMI License	421.00	
	Premier Mailing & Print	Microfiber Eyeglass Cleaner inv #186258 for PF	629.00	
	Shaw Suburban Media	Monthly Statement - Yard Sale/PW Tech/CSO	70.00	
		Community Relations Total:		28,622.50
Building & Permitting:				
	Thompson Elevator Inspections	Elevator Inspections Inv. #23-1358 & 23-1496	558.00	
		Building & Permitting Total:		558.00
Development Services:				
	Justin Sather	PZC Meeting Attendance 6.8.2023	50.00	
	Kuhn, Rick	PZC Meeting Attendance 6.8.2023	50.00	
	Pajor, Charles	PZC Meeting Attendance 6.8.2023	50.00	
	Sollinger, Judith	PZC Meeting Attendance 6.8.2023	50.00	
		Development Services Total:		200.00
Economic Development:				
	Ryan LLC	Inv #807117 Goodwin Drive Project	225.00	
		Economic Development Total:		225.00
Finance:				
		Finance Total:		-
Information Technologies:				
	CDW Government, INC	Mimecast Solution Framework	29,670.78	
	ClientFirst	Project Oversight: Implementation for ERP	375.00	
	JustFOIA, Inc	JustFOIA Software - Platform Upgrade	5,626.82	
	Open Text Inc.	Carbonite Data Storage Overage	124.00	
	Peerless Network	Landline Phone Service 05/15/23-6/14/23	3,208.85	
	Peerless Network	Landline Phone Service 06/15/23-7/14/23	3,365.52	
	Verizon Wireless	Verizon (Squads) MRC: 05/7/23-06/6/23	1,045.46	
	Verizon Wireless	Verizon: MRC 05/8/23-06/7/23	1,071.16	
	Zoom Video Communication	Zoom Phone	1,264.33	
		Information Technologies Total:		45,751.92
Police:				
	Accurate Document	Shredding	203.00	
	Elvin, Ron	Police Commission Meetings	50.00	
	Hahn, Jeff	Police Commission Meetings	25.00	
	Ingemunsen Law Office	Adjudication Hearing Officer	200.00	
	NEMRT	NEMRT Annual Fees	1,140.00	
	NEMRT	NEMRT Annual Fees	3,515.00	
	Niesman, Carrie	Police Commission Meetings	50.00	
	Physicians Immed Care	Monthly Random Drug Screens	47.00	
	Physicians Immed Care	Pre-employment Medical Exam for Police Recruit	659.00	
	Thomson Reuters	IL Compiled Statutes - Full 2022 Edition	294.20	
	Trotsky Investigative Services	Polygraph for Police Background	525.00	
		Police Total:		6,708.20
Public Works:				
	Acuity Brands Lighting	PD - Lighting Maintenance Agreement 2021	3,050.00	
	Alarm Detection System	PD - Blanket PO for Entire Year of Alarm Monitoring	181.65	
	Arneson Oil Company	Gasoline Purchase	1,861.87	
	Arneson Oil Company	Diesel Fuel Purchase	276.25	
	C Acitelli Heating & Cooling	PD - FPB in CPAT Not Heating - Need Controls	371.00	
	Cargill, INC.	Bulk Road Salt	12,450.76	
	Clarke Mosquito Control	Mosquito Management	22,449.00	

**Village of Oswego
Bill List
June 27th, 2023**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
	Classic Fence	PW Fence Repairs - Replace 2 Posts	1,320.00	
	Constellation Newenergy	Street Lighting - Electric	9,086.82	
	Ewing Safety & Industrial	Gloves for Staff	382.14	
	Fox Valley Fire Safety	PW/Well Fire Extinguisher Testing	254.05	
	Fox Valley Fire Safety	PD - Annual Fire Extinguisher Testing	647.15	
	Fox Valley Fire Safety	VH - Annual Fire Extinguisher Testing	149.60	
	Imperial Service Systems	PD - Blanket PO for 1st 1/2 of Year Janitorial	3,440.00	
	Imperial Service Systems	PW - Blanket PO for the Entire Year of Janitorial	326.50	
	Imperial Service Systems	VH - Blanket PO for the Whole Year of Janitorial	1,980.00	
	Meade Electric Company	Traffic Signal Locate	194.77	
	Schaefer Greenhouses	Plant Material-Downtown Planters	2,410.92	
	Schindler Elevator	VH - Blanket PO for Elevator Maintenance	777.18	
	SJ Carlson Fire Protection	PD - Sprinkler Repair in Garage	466.50	
	The Fields	Spring Tree Planting - 50/50 Replacement	975.00	
	Trane US Inc.	PD - HVAC BAS 1 year Service Agreement	4,091.00	
	Utility Dynamics	Streetlight Cable Repair	2,640.00	
	Utility Dynamics	Streetlight Pole Removal and Install	2,860.00	
	Warehouse Direct	PD - Janitorial Supplies - Towels, Screens, Pine Sol	366.30	
				Public Works Total: <u>73,008.46</u>
Other General Fund:				
	Illinois State Police	Portion of Sex Offender Registration Fee (3)	90.00	
	Office Of IL Attorney General	Portion of Sex Offender Registration Fee (3)	90.00	
	Oswego Comm Unit School District	Intergovernmental Fees - 4/2023	133,883.55	
	Oswego Fire Protection	Intergovernmental Fees - 4/2023	11,528.70	
	Oswego Public Library	Intergovernmental Fees - 4/2023	11,767.54	
	Oswegoland Park District	Intergovernmental Fees - 4/2023	218,591.96	
	Treasurer of State of IL	Portion of Sex Offender Registration Fee (3)	15.00	
				Other General Fund Total: <u>375,966.75</u>
				General Fund Total: <u>548,457.17</u>
Water & Sewer Fund:				
	Alfred Benesch & Company	Phase 2 Engineering for Wolfs Crossing at Douglas Rd	12,318.20	
	Arneson Oil Company	Gasoline Purchase	2,275.63	
	Arneson Oil Company	Diesel Fuel Purchase	337.62	
	Clow Valve Company	Annual Hydrant Billing	1,180.00	
	Concentric	IT Service Well 6	126.91	
	Concentric	Time and Material Support Services	5,608.57	
	DAVID EDELMAN	Utility Bill Refund	66.02	
	Dynegy Energy Service	Electric - Pumping/Wells	43,592.79	
	For Singh LLC	Water Meter Overpayment - Refund	3,067.40	
	Fox Metro	Sanitary Sewer Line Televising and Cleaning	7,324.90	
	Fox Valley Fire Safety	PW/Well Fire Extinguisher Testing	254.05	
	Frank Marshall Electrical	Wire Up New Booster Pump at Well 10	337.50	
	Hawkins Water Treatment	Hawkins Chemical Wells	8,624.28	
	Hawkins Water Treatment	Well 10 Chlorine Booster Pump (3)	6,040.52	
	HR Green, INC.	Engineering Service Source Water Protection Plan	1,115.00	
	HR Green, INC.	Engineering Service Plainfield and Woolley	3,637.81	
	Imperial Service Systems	PW - Blanket PO for the Entire Year of Janitorial	326.50	
	JEFF BOGDAN	Utility Bill Refund	135.31	
	M.E. Simpson Company	Water Assessment Program	25,202.72	
	MJR OSWEGO REAL ESTA	Utility Bill Refund	818.15	
	Peerless Network	Landline Phone Service 05/15/23-6/14/23	68.49	
	Peerless Network	Landline Phone Service 06/15/23-7/14/23	69.01	
	STUDER, URSULA	Utility Bill Refund	70.26	
	SYMPHONY OSWEGO LLC	Utility Bill Refund	85.88	
	Verizon Wireless	Verizon: MRC 05/8/23-06/7/23	78.17	
	Water Products Co	New Clow I-Hydrant Kits	11,600.00	
	Water Products Co	Well 3 10" Valve and Accessory Kit	2,895.00	
				Water & Sewer Fund: <u>137,256.69</u>
Water & Sewer Capital Fund:				
	Baxter & Woodman Co	Mid Zone Booster Station Design	2,661.25	
	Caminer, Irene	New Water System - Legal Services	1,906.75	
	Ferguson Waterworks	Credit Memo -Returned Supplies	-1,285.94	
	Ferguson Waterworks	Meter supplies	4,918.81	
	Ferguson Waterworks	Meters	34,209.33	
	Ferguson Waterworks	Construction Hydrant Meters	10,731.75	
	HR Green, INC.	Construction Observation Collins Rd. Watermain	14,206.67	
	Strand Associates	Engineering Adams and VanBuren Watermain	3,059.84	

**Village of Oswego
Bill List
June 27th, 2023**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
			Water & Sewer Capital Fund:	<u>70,408.46</u>
Capital Fund:			Capital Fund:	<u>-</u>
Motor Fuel Tax:			Motor Fuel Tax:	<u>-</u>
Municipal Fleet Fund:			Municipal Fleet Fund:	<u>58,273.07</u>
	CDW Government, INC	Police Computers, Equipment (MDT)	4,754.81	
	IL Secretary of State	Vehicle Registration - Sqd 24	151.00	
	Strypes Plus More	Squad Car Lettering	1,613.00	
	Tyson Motors	Vehicle Purchase - Ram Cargo Van - PD	51,754.26	
Municipal Parking Fund:			Municipal Parking Fund:	<u>994.37</u>
	IPS Group	Permit Parking Solution Monthly Fee - May 2023	894.42	
	Metronet LLC	MetroNet - Service at Parking Garage 6/17-7/15	99.95	
Garbage Collection Fund:			Garbage Fund:	<u>1,294.71</u>
	Groot Industries, IN	Yard Waste Stickers	1,250.00	
	PAUL & AMY NELSON	Utility Bill Refund	44.71	
Special Events Fund:			Special Events Fund:	<u>45,928.73</u>
	A-Beep, LLC	Rental of Radios for Wine on the Fox and Venue 101	1,000.00	
	August Hill Winery	WOTF Payout	2,803.01	
	Bentleys Pet Stuff	Wine for 2 Voucher Redemptions from Wine on the Fox	150.00	
	CASA Kendall County	WOTF Donation for Volunteering	86.58	
	Euclid Beverage LLC	12 Cases of White Claw for Venue 1012	466.40	
	Euclid Beverage LLC	2 Kegs and Keg Deposits - Venue 1012	284.00	
	Fox Creek Vineyard	WOTF Payout	1,680.09	
	Fox Valley Winery	WOTF Payout	1,949.94	
	Galena Cellars	WOTF Payout	2,505.76	
	Happenstance Goods	Wine for 2 Voucher Redemptions - Wine on the Fox	50.00	
	Home City Ice	Sunday May 7 Ice Delivery - Wine on the Fox	177.50	
	Hopewell Winery	WOTF Payout	1,881.31	
	Imagination Print & Design	101 Commemorative T-shirts for Wine on the Fox	1,137.98	
	KMA Enterprises, Inc	Final Payment - Venue 1012 Boy Band Review	2,250.00	
	Lavender Crest Winery	WOTF Payout	2,795.20	
	Oak & Bean	Wine for 2 Voucher Redemption - Wine on the Fox	600.00	
	Oswego Jr Woman's Club	WOTF Donation for Volunteering	133.20	
	Oswegoland Seniors	WOTF Donation for Volunteering	386.28	
	Prairie State Winery	WOTF Payout	1,722.30	
	Quick Signs	5 Stage Banners for Venue 1012: 4 for the Front	576.00	
	RKM Fireworks Company	Final Payment - July 4, 2023 Fireworks Show	12,250.00	
	Sable Creek Winery	WOTF Payout	1,870.13	
	Stereo Bandit	July 15 - Final Production Fee - Venue 1012	750.00	
	Tasting deVine Cellar	WOTF Payout	1,934.90	
	The Pour Vineyard	WOTF Payout	2,140.96	
	Village Vintner Winery	WOTF Payout	2,720.79	
	WDYS	Country Bash Radio Advertising - Venue 1012	491.40	
	Zoos Are Us, INC	Deposit for Two Reindeer at Christmas Walk	1,135.00	
Restricted Police Fund:			Restricted Police Fund:	<u>19,484.51</u>
	Henricksen & Co	Furniture For New Commander Office at the P.D.	3,935.39	
	IL State Police	PD Seized Items	15,549.12	
TIF Fund:			TIF Fund:	<u>294,370.23</u>
	Ancel, Glink, Diamond	Legal Fees May 2023 inv #97140	2,025.00	
	Christopher B Burke	Downtown Traffic Signals - Roll Over From FY '23	31,150.00	
	H&H Electric Co.	Traffic Signal Construction	260,070.23	
	Ryan LLC	Progress Billing Jan 2023 JRB Review	1,125.00	
Economic Development Fund:			Economic Development Fund:	<u>-</u>

**Village of Oswego
Bill List
June 27th, 2023**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
Debt Service Fund:				
Agency Fund:				
Subdivision Escrow Fund:				
	DR Horton	Bond Release 374 Hemlock Ln. #1554-2022	6,580.00	
	DR Horton	Bond Release 376 Hemlock Ln. #1972-2022	6,580.00	
	DR Horton	Bond Release 378 Hemlock Ln. #1973-2022	6,580.00	
	West Point Builders	Bond Release 740 Juniper #1122-2022	4,080.00	
	West Point Builders	Bond Release 749 Juniper #1488-2022	4,080.00	
Sub Escrow Fund:			<u>27,900.00</u>	
Grand Total:				<u><u>1,204,367.94</u></u>

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: June 27, 2023
SUBJECT: Deerpath Trails Unit 6 Final Plat

ACTION REQUESTED:

Approve an Ordinance Granting a Final PUD and Subdivision Plat for Deerpath Trails Unit 6.

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the request on June 6, 2023 (staff report attached). After some discussion, a motion was made to recommend approval of the Final PUD and Plat (approved 4-0)

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
3/12/2001	Village Board	Ordinance No. 01-13 approving an Annexation Agreement for Deerpath Trails
3/12/2001	Village Board	Ordinance No. 01-14 approving annexation of Deerpath Trails
3/12/2001	Village Board	Ordinance No. 01-14 rezoning Deerpath Trails

DEPARTMENT: Community Development

SUBMITTED BY: Rod Zenner, Development Services Director

FISCAL IMPACT: Not Applicable

BACKGROUND:

The Deerpath Trails Development was approved on March 12, 2001 by approval of an Annexation Agreement (Ordinance #01-13), annexation (Ordinance #01-14), rezoning to R-2 Single-Family Residence District (Ordinance #01-15) and preliminary subdivision plat consisting of 311 single-family residential homes. The petitioner final platted and developed the entire development except for Unit 6.

DISCUSSION:

The petitioner, Deerpath Trails Development LLC, is requesting approval of the Final PUD and Subdivision Plat for Deerpath Trails Unit 6 to allow for the development of 59 single-family residential homes. The average lot size 11,428 square feet is consistent with the lot sizes of the approved preliminary plat.

Planning and Zoning Commission

The Planning and Zoning Commission held a public hearing on March 9, 2023. No residents spoke at the public hearing. After some discussion, a motion was made to accept the findings of fact and recommend approval the Special Use for a Preliminary and Final Planned Unit Development (approved 5-0) subject to conditions.

RECOMMENDATION:

Staff is recommending approval of the Ordinance Approving a Final PUD and Subdivision Plat for Deerpath Unit 6 subject to engineering approval.

ATTACHMENTS:

- Ordinance
- Exhibit A: Legal Description
- Exhibit B: Location Map
- Exhibit C: Final Plat of Subdivision
- Plan Commission Memo
- Plan Commission Minutes

**VILLAGE OF OSWEGO
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 23 -- ____

**AN ORDINANCE GRANTING A FINAL PUD AND SUBDIVISION PLAT FOR
DEERPATH TRAILS UNIT 6, A SUBDIVISION IN THE VILLAGE OF OSWEGO,
KENDALL COUNTY, ILLINOIS**

(Deerpath Unit 6)

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This _____ day of _____, 2023

Prepared by and Return to:
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Published in pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on _____ 2023.

ORDINANCE NO. 23 -- __

**AN ORDINANCE GRANTING A FINAL PUD AND SUBDIVISION PLAT FOR
DEERPATH TRAILS UNIT 6, A SUBDIVISION IN THE VILLAGE OF OSWEGO,
KENDALL COUNTY, ILLINOIS**

(Deerpath Unit 6)

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oswego, as amended; and

WHEREAS, the property entered into an Annexation Agreement with the Village of Oswego on March 12, 2001 by Ordinance No. 01-13 (Document No. 200100005357), annexed to the Village of Oswego on March 12, 2001 by Ordinance No. 01-14 (Document No. 200100005359), rezoned on March 12, 2001 by Ordinance No. 01-15 (Document No. 200100005360); and

WHEREAS, the petitioner, Deerpath Trails Development LLC, is requesting approval of a Final PUD and Subdivision Plat for Deerpath Trails Unit 6 to allow for the development of 59 single-family residential homes; and

WHEREAS, the subject property is generally located east of Grove Road, west of Plainfield Road, and north of Andover Road; and

WHEREAS, the property is currently zoned R-2 Single-Family Residential District.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

Section 1: That the recitals set forth above are incorporated here by reference, and the application from Deerpath Trails Development LLC, for a Fianl PUD and Subdivision Plat for Deerpath Trails Unit 6 is herby approved and that the Village Clerk is hereby directed to record with the Kendall County Clerk a certified copy of this Ordinance, together with an accurate map of the property along with the following additional exhibits :

Exhibit "A" – Legal Description

Exhibit "B" – Location Map

Exhibit "C" – Final Plat of Subdivision

The Property shall developed , constructed and maintained in conformance with the above listed Exhibits and all applicable Ordinances and Regulations of the Village .

Section 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: This Ordinance shall be in full force and effect immediately upon his passage and approval. Publication in pamphlet form is hereby authorized, as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois
this __ day of ____ 2023.

TOM GUIST _____

KIT KUHRT _____

KARIN MCCARTHY-LANGE _____

JENNIFER JONES SINNOTT _____

ANDREW TORRES _____

APPROVED by me, Ryan Kauffman, as President of the Village of Oswego, Kendall and Will
Counties, Illinois this ____ day of ____ 2023.

RYAN KAUFFMAN, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

DRAFT

STATE OF ILLINOIS)

SS

COUNTY OF KENDALL)

CLERK'S CERTIFICATE
(ORDINANCE)

I, Tina Touchette, the duly qualified Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

AN ORDINANCE GRANTING A FINAL PUD AND SUBDIVISION PLAT FOR DEERPATH TRAILS UNIT 6, A SUBDIVISION IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Deerpath Unit 6)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the ___ day of _____ 2023, approved by the Village President on the ___ day of _____ 2023 and thereafter published in pamphlet form.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

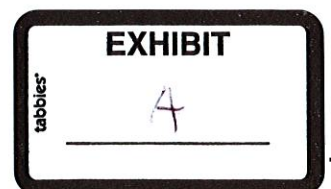
IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 2023.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF LOT 177 OF DEERPATH TRAILS UNIT 4, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS; THENCE N89°25'04"W ALONG A NORTHERLY LINE OF SAID DEERPATH TRAILS UNIT 4 AND A NORTHERLY LINE OF DEERPATH TRAILS UNIT 5, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS, 877.29 FEET TO THE SOUTHEAST CORNER OF LOT 242 OF SAID DEERPATH TRAILS UNIT 5; THENCE N2°03'11"E ALONG AN EASTERLY LINE OF SAID DEERPATH TRAILS UNIT 5, 196.12 FEET; THENCE N4°41'12"E ALONG SAID EASTERLY LINE, 60.37 FEET; THENCE N2°03'11"E ALONG SAID EASTERLY LINE, 560.31 FEET; THENCE N87°56'49"W ALONG SAID EASTERLY LINE, 40.00 FEET; THENCE N2°03'11"E ALONG SAID EASTERLY LINE, 125.05 FEET TO THE NORTHEAST CORNER OF SAID DEERPATH TRAILS UNIT 5, SAID POINT BEING ALSO ON THE SOUTHERLY LINE OF ASHCROFT UNIT 2, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS; THENCE S87°56'43"E ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF ASHCROFT UNIT 1, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS, 307.20 FEET; SAID POINT BEING ALSO ON THE SOUTHERLY LINE OF ASHCROFT UNIT 2, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS; THENCE S87°56'43"E ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF ASHCROFT UNIT 1, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS 677.09 FEET TO THE NORTHWEST CORNER OF LOT 504 OF DEERPATH TRAILS UNIT 1, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS; THENCE S33°45'24"W ALONG A WESTERLY LINE OF SAID DEERPATH TRAILS UNIT 1, 157.48 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, BEING A CIRCULAR CURVE HAVING A RADIUS OF 60.00 FEET CONCAVE TO THE WEST, THE CHORD OF WHICH BEARS S11°19'02"E, 94.09 FEET; THENCE S87°56'49"E ALONG SAID WESTERLY LINE, 123.87 FEET; THENCE S2°03'11"W ALONG SAID WESTERLY LINE, 150.00 FEET; THENCE S33°01'00" W ALONG SAID WESTERLY LINE, 87.46 FEET; THENCE S2°03'11"W ALONG SAID WESTERLY LINE AND A WESTERLY LINE OF DEERPATH TRAILS UNIT 4, 242.81 FEET; THENCE WESTERLY ALONG SAID WESTERLY LINE OF DEERPATH TRAILS UNIT 4, BEING A CIRCULAR CURVE HAVING A RADIUS OF 620.00 FEET CONCAVE TO THE NORTH, THE CHORD OF WHICH BEARS N89°23'31"W, 31.27 FEET; THENCE N87°56'49"W ALONG SAID A NORTHERLY LINE OF SAID PHASE ONE, 54.52 FEET; THENCE S2°03'11"W ALONG A WESTERLY LINE OF SAID PHASE ONE, 234.21 FEET TO THE POINT OF BEGINNING IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.



Location Map



May 30, 2023

Street Marker

9

9A

22

Route 25

US Route 30

US Route 34

16

Route 126

Route 31

US Route 30 Bypass

US Route 71

1:7,681

0 0.05 0.1 0.2 mi

0 0.1

Esri HERE, Garmin, community Copyright © 2017 Village Nearmap

tabbles

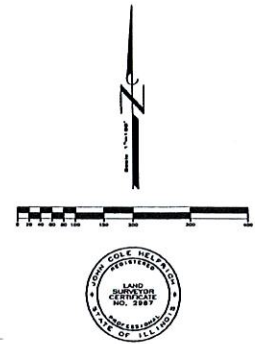
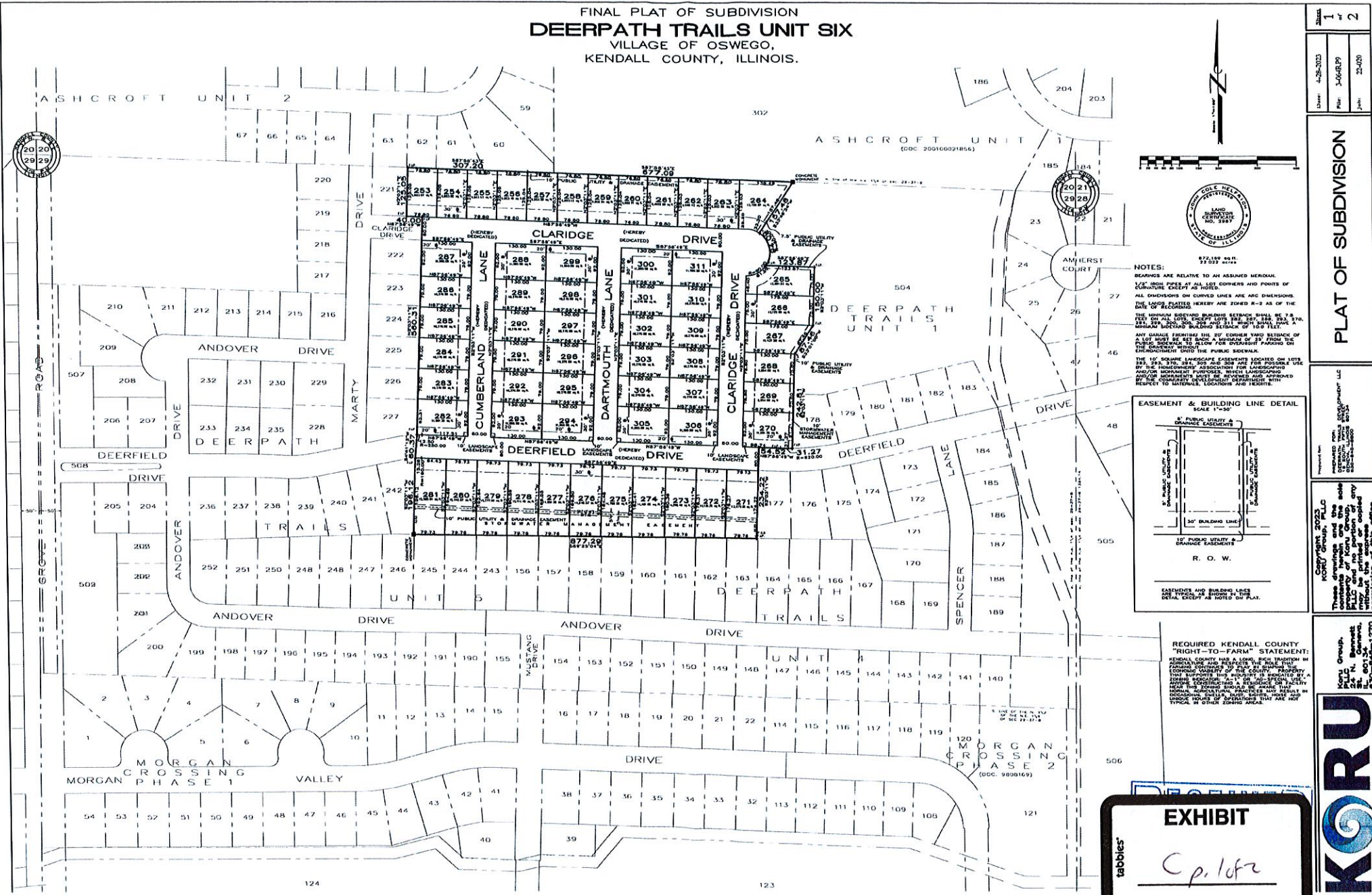
EXHIBIT

B

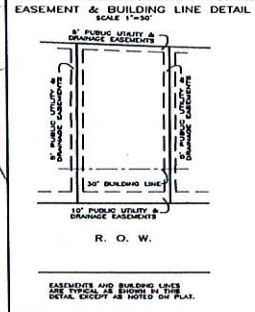
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80 2

FINAL PLAT OF SUBDIVISION
DEERPATH TRAILS UNIT SIX
 VILLAGE OF OSWEGO,
 KENDALL COUNTY, ILLINOIS.



NOTES:
 BOUNDS ARE RELATIVE TO AN ASSUMED MERIDIAN.
 1/4" HIGH PILES AT ALL LOT CORNERS AND POINTS OF CURVATURE EXCEPT AS NOTED.
 ALL DIMENSIONS ON CURVED LINES ARE ARC DIMENSIONS.
 THE LONG PLATTED HEREBY ARE INDEXED R-2 AS OF THE DATE OF RECORDING.
 THE MINIMUM SIDEYARD BUILDING SETBACK SHALL BE 7.0 FEET ON ALL LOTS, EXCEPT LOTS 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



REQUIRED KENDALL COUNTY "RIGHT-TO-FARM" STATEMENT:
 KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESERVES THE RIGHT TO FARMING AND FISHING IN THE COUNTY. PROPERTY OWNERS WHO ENGAGE IN AGRICULTURE OR FISHING SHALL NOT BE SUBJECT TO UNREASONABLE RESTRICTIONS OR INTERFERENCE FROM NEIGHBORS OR THE PUBLIC. AGRICULTURE AND FISHING ARE CONSIDERED ESSENTIAL TO THE ECONOMIC AND SOCIAL WELL-BEING OF THE COUNTY. ANY RESTRICTIONS ON AGRICULTURE OR FISHING SHALL BE LIMITED TO THOSE THAT ARE NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COUNTY.

Sheet	1
Drawn	4-25-2023
Plat	3-06-2019
Date	23-020

PLAT OF SUBDIVISION

Copyright © 2023 Korus Group, LLC. These contents, terms, and the sale of this plat are the property of Korus Group, LLC and no portion of any of these contents may be printed or copied without the permission of this office.

Korus Group, LLC
 224 N. Bennett
 Ste. 600
 Chicago, IL 60610-1270



EXHIBIT
 C p. 1 of 2

**FINAL PLAT OF SUBDIVISION
DEERPATH TRAILS UNIT SIX
VILLAGE OF OSWEGO,
KENDALL COUNTY, ILLINOIS.**

Sheet	4-28-2023	1
Plan	3-06-R710	2
Date		2-008

PLAT OF SUBDIVISION

Prepared by:
KORU Group, LLC
1001 N. 1st Street
Morton, IL 62450
618-244-1800

These drawings and the plat are the property of Koru Group, LLC and no portion of any drawing or plat shall be reproduced, copied, or otherwise used without the express written permission of this office.

KORU Group, LLC
1001 N. 1st Street
Morton, IL 62450
618-244-1800



STATE OF ILLINOIS } S.S.
COUNTY OF KANE }

THIS IS TO CERTIFY THAT DEERPATH TRAILS DEVELOPMENT LLC AND/OR WELLOW GROVE ASSOCIATES LLC IS THE OWNER OF THE LANDS SHOWN ON THIS PLAT AND HAS THE RIGHT TO PLACE THE SAME IN THE PUBLIC DOMAIN AND DOES HEREBY GRANT TO THE PUBLIC THE RIGHT TO USE THE SAME FOR THE PURPOSES SET FORTH HEREIN. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON.

DATED AT GENEA, ILLINOIS THIS _____ DAY OF A.D. 2023

BY: _____
TERRY B. WELLS, MANAGER
DEERPATH TRAILS DEVELOPMENT LLC
WELLOW GROVE ASSOCIATES LLC

STATE OF ILLINOIS } S.S.
COUNTY OF KANE }

I, THE STATE ATTORNEY DO HEREBY PUBLICLY AND FOR THE COUNTY OF KANE, ILLINOIS, CERTIFY THAT TERRY B. WELLS, MANAGER OF DEERPATH TRAILS DEVELOPMENT LLC AND WELLOW GROVE ASSOCIATES LLC, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE PLAT, HAS THE RIGHT TO PLACE THE SAME IN THE PUBLIC DOMAIN AND DOES HEREBY GRANT TO THE PUBLIC THE RIGHT TO USE THE SAME FOR THE PURPOSES SET FORTH HEREIN. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON.

DATED AT YORKVILLE, ILLINOIS THIS _____ DAY OF A.D. 2023

NOTARY PUBLIC

STATE OF ILLINOIS } S.S.
COUNTY OF KENDALL }

I, THE COUNTY CLERK DO HEREBY PUBLICLY AND FOR THE COUNTY OF KENDALL, ILLINOIS, CERTIFY THAT TERRY B. WELLS, MANAGER OF DEERPATH TRAILS DEVELOPMENT LLC AND WELLOW GROVE ASSOCIATES LLC, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE PLAT, HAS THE RIGHT TO PLACE THE SAME IN THE PUBLIC DOMAIN AND DOES HEREBY GRANT TO THE PUBLIC THE RIGHT TO USE THE SAME FOR THE PURPOSES SET FORTH HEREIN. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON.

DATED AT YORKVILLE, ILLINOIS THIS _____ DAY OF A.D. 2023

COUNTY CLERK

STATE OF ILLINOIS } S.S.
COUNTY OF KENDALL }

I, THE COUNTY CLERK DO HEREBY PUBLICLY AND FOR THE COUNTY OF KENDALL, ILLINOIS, CERTIFY THAT TERRY B. WELLS, MANAGER OF DEERPATH TRAILS DEVELOPMENT LLC AND WELLOW GROVE ASSOCIATES LLC, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE PLAT, HAS THE RIGHT TO PLACE THE SAME IN THE PUBLIC DOMAIN AND DOES HEREBY GRANT TO THE PUBLIC THE RIGHT TO USE THE SAME FOR THE PURPOSES SET FORTH HEREIN. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON.

DATED AT YORKVILLE, ILLINOIS THIS _____ DAY OF A.D. 2023

BY: _____ ATTEST: _____
CLERK SECRETARY

STATE OF ILLINOIS } S.S.
COUNTY OF KENDALL }

I, THE VILLAGE CLERK DO HEREBY PUBLICLY AND FOR THE VILLAGE OF OSWEGO, ILLINOIS, CERTIFY THAT TERRY B. WELLS, MANAGER OF DEERPATH TRAILS DEVELOPMENT LLC AND WELLOW GROVE ASSOCIATES LLC, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE PLAT, HAS THE RIGHT TO PLACE THE SAME IN THE PUBLIC DOMAIN AND DOES HEREBY GRANT TO THE PUBLIC THE RIGHT TO USE THE SAME FOR THE PURPOSES SET FORTH HEREIN. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON. THE PUBLIC SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE LANDS OR TO THE PERSONS OR PROPERTY THEREON.

DATED AT OSWEGO, ILLINOIS THIS _____ DAY OF A.D. 2023

BY: _____ ATTEST: _____
PRESIDENT VILLAGE CLERK

EASEMENT DECLARATIONS

STORMWATER MANAGEMENT EASEMENTS
A "NON-EXCLUSIVE" EASEMENT OVER, UNDER, UPON AND ACROSS THE AREAS SHOWN AND LABELED ON THIS PLAT AS "STORMWATER MANAGEMENT EASEMENTS" IS HEREBY RESERVED AND GRANTED BY ANY INDIVIDUAL(S) OR ENTITY(IES) HOLDING TITLE TO THE LANDS PLATED HEREON OR ANY PORTION THEREOF, TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS AS GRANTOR(S) AND TO THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS, AS GRANTEE(S) FOR THE PURPOSES SET FORTH HEREIN. THIS EASEMENT SHALL REMAIN IN EFFECT PERPETUALLY.

TO INSTALL, MAINTAIN, REPAIR, REPLACE, OPERATE AND SERVICE (AS ANY GRANTEE MAY FROM TIME TO TIME DEEM NECESSARY OR ADVISABLE) STORMWATER MANAGEMENT AND COLLECTION LINES, STRUCTURES AND DEVICES (INCLUDING BUT NOT LIMITED TO: STORMWATER COLLECTION LINES AND STRUCTURES INCLUDING BUT NOT LIMITED TO: OVERLAND DRAINAGE ROUTES), WATER SUPPLY SYSTEMS, ELECTRICITY LINES, TELEPHONE LINES, AND OTHER PUBLIC UTILITY FACILITIES OR OTHER EQUIPMENT, COMMUNICATION SYSTEMS DESCRIBED ON THE ATTACHED PLAT AS WELL AS OTHER LINES.

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STATE OF ILLINOIS } S.S.
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT JOHN COLE HELDRIK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS SURVEYED THE FOLLOWING DESCRIBED PLAT AND HAS FOUND THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS SURVEYING ACT AND THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT. THE SURVEY WAS MADE FOR THE PURPOSES OF THE PLAT OF SUBDIVISION OF DEERPATH TRAILS UNIT SIX, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS, AS SHOWN ON THE ATTACHED PLAT. THE SURVEY WAS MADE ON THIS DATE AND THE SURVEYOR HAS FOUND THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS SURVEYING ACT AND THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT.

I, THE SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS SURVEYING ACT AND THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT.

DATED AT OSWEGO, ILLINOIS THIS _____ DAY OF A.D. 2023

BY: _____
JOHN COLE HELDRIK, ILLINOIS PROFESSIONAL LAND SURVEYOR

STATE OF ILLINOIS } S.S.
COUNTY OF KENDALL }

I, THE COUNTY CLERK DO HEREBY PUBLICLY AND FOR THE COUNTY OF KENDALL, ILLINOIS, CERTIFY THAT JOHN COLE HELDRIK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS SURVEYED THE FOLLOWING DESCRIBED PLAT AND HAS FOUND THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS SURVEYING ACT AND THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT.

DATED AT OSWEGO, ILLINOIS THIS _____ DAY OF A.D. 2023

BY: _____ ATTEST: _____
CLERK SECRETARY

STATE OF ILLINOIS } S.S.
COUNTY OF KENDALL }

I, THE COUNTY CLERK DO HEREBY PUBLICLY AND FOR THE COUNTY OF KENDALL, ILLINOIS, CERTIFY THAT JOHN COLE HELDRIK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS SURVEYED THE FOLLOWING DESCRIBED PLAT AND HAS FOUND THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS SURVEYING ACT AND THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT.

DATED AT OSWEGO, ILLINOIS THIS _____ DAY OF A.D. 2023

BY: _____ ATTEST: _____
CLERK SECRETARY

KENDALL COUNTY RECORDER





COMMUNITY DEVELOPMENT DEPARTMENT

100 Parkers Mill • Oswego, IL 60543 • (630) 554-3622 • Fax: (630) 551-3975
Website: <http://www.oswegoil.org>

STAFF REPORT

DATE: May 30, 2023

TO: Chairman and Planning and Zoning Commission

FROM: Rod Zenner, Development Services Director

SUBJECT: Staff Report for the June 8, 2023 Planning and Zoning Commission Meeting
Deerpath Trails Unit 6
Final PUD and Subdivision Plat
Project #1174.23

Applicant

Deerpath Trails Development LLC

Requested Action

The applicant is requesting approval of a Final PUD and Subdivision Plat for Deerpath Trails Unit 6 to allow for the development of 59 single-family residential homes.

Location, Existing Zoning and Land Use

The approximately 20-acre site is located on Deerfield Drive east of Marty Drive in the Deerpath Trails subdivision. The subject property is zoned R-2 Single Family Residence District and is vacant pending development.

Surrounding Zoning and Land Uses

NORTH: R-1 Single-Family Residence District – Single-Family Residential
SOUTH: R-2 Single Family Residence District – Single-Family Residential
EAST: R-2 Single Family Residence District – Single-Family Residential
WEST: R-2 Single Family Residence District – Single-Family Residential

Relationship to Village Comprehensive Plan

The Comprehensive Plan designates the subject area as “Single-Family Residential”. The proposed use is consistent with the Village’s Comprehensive Plan

Donation Requirements

Dedications will be made by cash in-lieu of land.

Staff Analysis

The Deerpath Trails Development was approved on March 12, 2001 by approval of an Annexation Agreement (Ordinance #01-13), annexation (Ordinance #01-14), rezoning to R-2 Single-Family Residence District (Ordinance #01-15) and preliminary subdivision plat consisting of 311 single-family residential homes. The petitioner final platted and developed the entire development except for Unit 6.

The petitioner, Deerpath Trails Development LLC, is requesting approval of the Final PUD and Subdivision Plat for Deerpath Trails Unit 6 to allow for the development of 59 single-family residential homes. The average lot size 11,428 square feet is consistent with the lot sizes of the approved preliminary plat.

Staff is of the opinion that the proposed Final PUD and Subdivision Plat is in substantial conformance to the approved preliminary plat and recommends approval.

Recommendation

Staff recommends approval of the Final PUD and Subdivision Plat for Deerpath Trails Unit 6.

Attachments

- Location Map
- Final Plat of Subdivision
- Preliminary Subdivision for Deerpath Trails

**VILLAGE OF OSWEGO
MINUTES OF THE PLANNING & ZONING COMMISSION MEETING
100 PARKERS MILL
OSWEGO, ILLINOIS**

June 8, 2023

1. CALL TO ORDER

Chairman Pajor called the Oswego Planning & Zoning Commission Meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Rick Kuhn, Charlie Pajor, Justin Sather, Judy Sollinger
Absent: Dominick Cirone, Jason Kapus, Andrew McCallum

There was a quorum.

Oswego community representatives in attendance were:

Present: Rod Zenner, Director; Mary Ellen Bliss, Recording Secretary

3. MINUTES

Motion: Commissioner Kuhn, second Commissioner Sather to accept the minutes of the May 4, 2023 Planning & Zoning Commission Meeting.

Ayes: Commissioners Kuhn, Pajor, Sather, Sollinger

Nays: None

Absent: Commissioners Cirone, Kapus, McCallum

Motion carried

4. PUBLIC HEARINGS

None.

5. NEW BUSINESS

**Final PUD and Plat of Subdivision
Deerpath Trails Unit 6**

Applicant: Deerpath Trails Development LLC

Project #1174.23

Project Manager: Rod Zenner

Director Zenner stated the petitioner is requesting approval of a Final PUD and Plat of Subdivision for Deerpath Trails Unit 6 to allow for the development of 59 single-family residential homes.

Director Zenner stated the Deerpath Trails Development was approved on March 12, 2001 by approval of an Annexation Agreement (Ordinance #01-13), Annexation (Ordinance #01-14), Rezoning to R-2 Single-Family Residence District (Ordinance #01-15) and Preliminary Subdivision Plat consisting of 311 single-family residential homes. Director Zenner stated the petitioner final platted and developed the entire development except for Unit 6. Director Zenner stated staff is of the opinion that the proposed Final PUD and Subdivision Plat is in substantial

conformance to the approved Preliminary Plat and recommends approval.

Recommendation:

Motion: Commissioner Sollinger, second Commissioner Kuhn to recommend approval of the Final PUD and Plat of Subdivision for Deerpath Trails Unit 6.

Ayes: Commissioners Kuhn, Pajor, Sather, Sollinger

Nays: None

Absent: Commissioners Cirone, Kapus, McCallum

Motion carried

6. OLD BUSINESS

15. ADJOURNMENT

Motion: Commissioner Sollinger, second Commissioner Sather to adjourn the Planning and Zoning Commission Meeting.

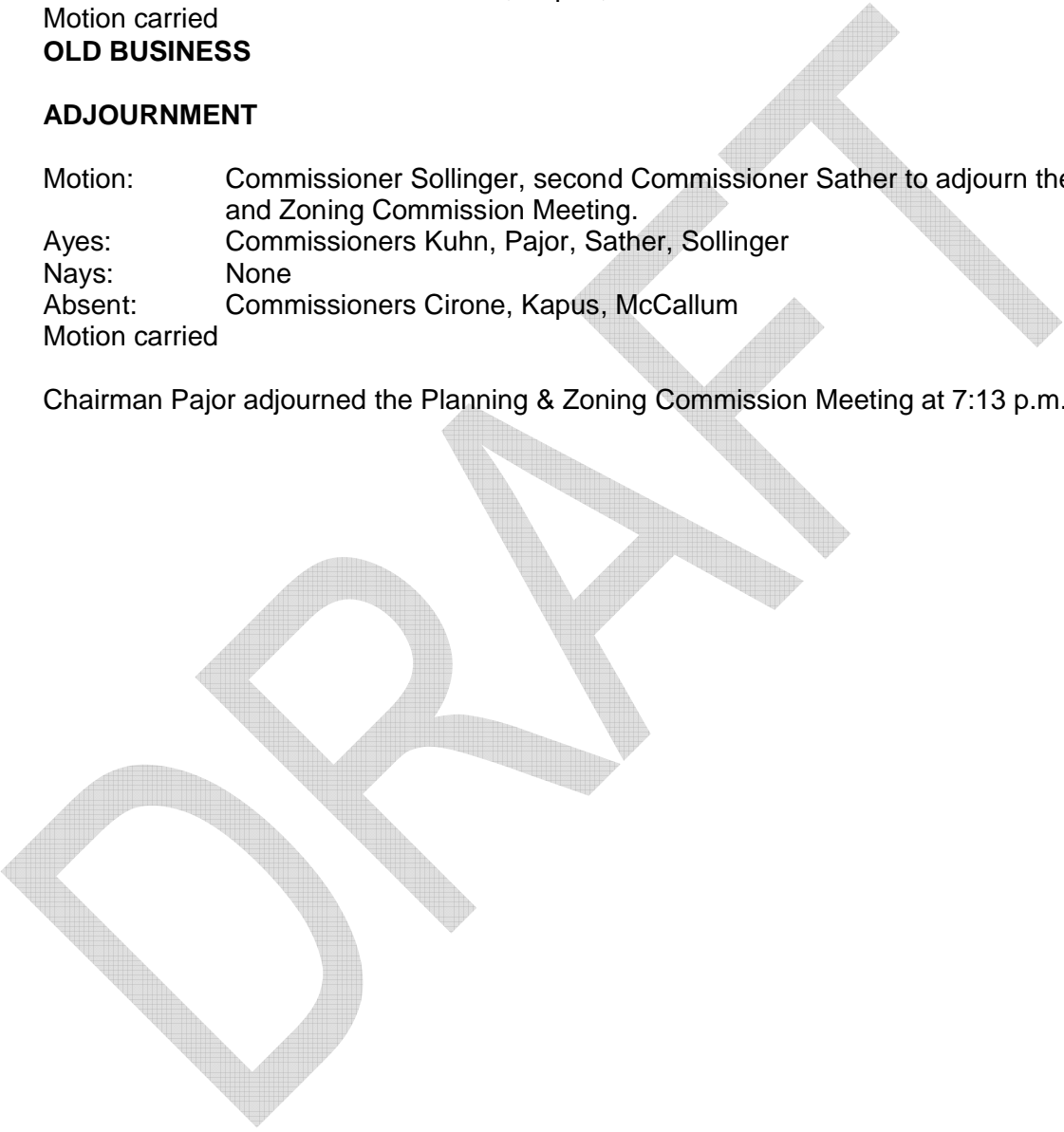
Ayes: Commissioners Kuhn, Pajor, Sather, Sollinger

Nays: None

Absent: Commissioners Cirone, Kapus, McCallum

Motion carried

Chairman Pajor adjourned the Planning & Zoning Commission Meeting at 7:13 p.m.



AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: June 27, 2023

SUBJECT: Scooter’s Coffee – Purchase and Sale Agreement

ACTION REQUESTED:

Pass the Ordinance Authorizing the Approval of a Purchase and Sale Agreement with Field to Beans LLC for Certain Property Located East of the Intersection of Illinois Route 71 and Washington Street – Scooter’s Coffee.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
6/13/2023	Village Board	Passed Resolution 23-R-57, Authorizing Acquisition of property from IDOT

DEPARTMENT: Administration

SUBMITTED BY: Dan Di Santo, Village Administrator

FISCAL IMPACT:

The developer agrees to pay the Village \$35,000 for the acquisition; the same amount the Village paid for the property from IDOT.

BACKGROUND:

On June 13, 2023, the Village Board passed Resolution 23-R-57, authorizing the acquisition of a 0.241-acre parcel located east of the intersection of Rt. 71 and Washington Street from IDOT. The Village has since made the required payment of \$35,000 to IDOT and is in the process of acquiring the deed to the property. The Village acquired the property for the purpose of selling it to a developer.

DISCUSSION:

A developer, Field to Beans LLC, currently has the property addressed at 4490 Rt. 71 under contract, which is immediately east of the subject property. The developer intends to construct a Scooter's coffee drive-through restaurant at this intersection. The developer previously attended a public hearing with the PZC to construct the restaurant solely on 4490 Rt. 71. The PZC did not support the site plan due in part to lack of access on Washington Street. Over the past several months, the Village worked to acquire the corner IDOT parcel, which if combined with 4490 Rt. 71 would allow the development to have access on both Rt. 71 and Washington Street, greatly improving access and overall traffic flow on the site. As such, the proposed Purchase and Sale Agreement (PSA) would transfer ownership of the subject property to Field and Beans LLC.

Terms of the PSA include the following:

1. Purchase price of \$35,000.
2. The developer is allowed a 180-day inspection period, allowing them the right to enter the property for due diligence purposes, receive PZC and Village Board approval of the zoning entitlements, and to draft and approve a redevelopment agreement (RDA) with the Village Board.
3. The Village will maintain a right of reverter, which would return ownership to the Village if the developer does not comply with the terms of the RDA.

Should the Village Board approve the PSA, the next steps in the process will be for the developer to return to the PZC with the updated site plan that incorporates the subject property, the Village to close on the property with IDOT, and the developer to receive zoning and RDA approval from the Village Board. Prior to consideration of the RDA, per the TIF Act the Village will also publish a notice of development opportunity to allow any other potential developer to make an offer to the Village for the subject property.

RECOMMENDATION:

Pass the Ordinance.

ATTACHMENTS:

1. Ordinance
2. PSA

**VILLAGE OF OSWEGO
KENDALL AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 23-

**ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE
AGREEMENT WITH FIELD TO BEANS LLC FOR CERTAIN PROPERTY LOCATED
EAST OF THE INTERSECTION OF ILLINOIS ROUTE 71 AND WASHINGTON
STREET IN OSWEGO, ILLINOIS**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This _____ day of _____, 2023

Prepared by and Return to:
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Published in pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on _____,
2023.

ORDINANCE NO. 23 -

ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH FIELD TO BEANS LLC FOR CERTAIN PROPERTY LOCATED EAST OF THE INTERSECTION OF ILLINOIS ROUTE 71 AND WASHINGTON STREET IN OSWEGO, ILLINOIS

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4(b), (c)) (“Act”) authorizes the Village to make and enter into all contracts necessary or incidental to implement and further the Village’s redevelopment plan and project for the Main Street / Washington Street Redevelopment Project Area (“TIF District”); and

WHEREAS, the Act authorizes the Village to own, convey, and grant options concerning real property located in the TIF District, subject to the future approval of a redevelopment agreement, and in such manner and at such price as the Village deems reasonably necessary to achieve the objectives of the redevelopment plan and project; and

WHEREAS, on June 13, 2023, the Village approved Resolution No. 23-R-57 authorizing the Village to acquire from the Illinois Department of Transportation (“IDOT”) certain real property in the TIF District containing +/- 10,514 square feet located east of the intersection of Illinois Route 71 and Washington Street in Oswego, Illinois (“Subject Property”); and

WHEREAS, the Village anticipates receiving title to the Subject Property from IDOT in the near future; and

WHEREAS, the Subject Property is located immediately adjacent to the property commonly known as 4490 State Route 71, Oswego, Illinois (“Adjacent Property”); and

WHEREAS, Field To Beans LLC, an Illinois limited liability company (“Developer”), is the Adjacent Property’s contract purchaser and, subject to the Village acquiring title to the Subject Property, the Developer wishes to acquire from the Village the Subject Property for the purpose of consolidating the two properties and constructing a coffee shop; and

WHEREAS, the Village and the Developer wish to approve a purchase and sale agreement (“Agreement”) if the form attached as Exhibit A to memorialize the terms of the Village’s sale of the Subject Property to the Developer.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, in exercise of its home rule powers, as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above and all exhibits attached to this Ordinance are incorporated here by reference.

SECTION 2. AGREEMENT APPROVED. The Village President and Village Clerk are hereby authorized and directed to execute and enter into the Agreement on the Village’s behalf, and the Village Administrator is hereby authorized and directed to take all steps necessary to implement the Agreement’s terms.

SECTION 3. REPEALER. All resolutions or ordinances or parts thereof in conflict with any of the provisions of this Ordinance shall be, and the same hereby repealed.

SECTION 4. SEVERABILITY. This Ordinance and every provision thereof shall be considered severable. If any part, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the remaining sections, subsections and clauses shall not be affected thereby.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

[Intentionally left blank]

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this __ day of _____ 2023.

TOM GUIST _____

KIT KUHRT _____ JENNIFER JONES SINNOTT _____

KARIN MCCARTHY-LANGE _____ ANDREW TORRES _____

APPROVED by me, Ryan Kauffman, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ____ day of _____, 2023.

RYAN KAUFFMAN, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

DRAFT

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH FIELD TO BEANS LLC FOR CERTAIN PROPERTY LOCATED EAST OF THE INTERSECTION OF ILLINOIS ROUTE 71 AND WASHINGTON STREET IN OSWEGO, ILLINOIS

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the __ day of _____ 2023, approved by the Village President on the __ day of _____ 2023 and thereafter published in pamphlet form to the extent required by law.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act. IN WITNESS WHEREOF, I have hereunto set my hand this __ day of _____ 2023.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

Exhibit A

Purchase and Sale Agreement

[Attached]

4812-4012-5783, v. 1

DRAFT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023 (“**Effective Date**”), by and between the **VILLAGE OF OSWEGO**, an Illinois municipal corporation and home rule unit of local government with offices located at 100 Parkers Mill, Oswego, Illinois (“**Seller**”), and **FIELD TO BEANS LLC**, an Illinois limited liability company with offices located at 2807 Yosemite Drive, Aurora, Illinois (“**Purchaser**”) (collectively, the Seller and Purchaser are the “**Parties**” and, sometimes, individually, a “**Party**”).

RECITALS

WHEREAS, the Seller is in the process of acquiring from the Illinois Department of Transportation (“**IDOT**”) certain real property containing +/- 10,514 square feet located east of the intersection of Illinois Route 71 and Washington Street in Oswego, Illinois, which property is legally described and depicted in Exhibit A (“**Property**”); and

WHEREAS, as of the Effective Date, the Property is IDOT right-of-way that IDOT has indicated it is willing to convey by quit claim deed to the Seller pursuant to the Illinois Highway Code (605 ILCS 5/4-508(c)(2)); and

WHEREAS, Purchaser wishes to acquire the Property from the Seller to consolidate it with the adjacent property commonly known as 4490 State Route 71, Oswego, Illinois (“**Adjacent Property**”) (collectively, the Property and the Adjacent Property are the “**Development Site**”) and construct a coffee shop containing at least 600 square feet of gross floor area, a drive through lane, parking lot, and related improvements, infrastructure, and appurtenances (collectively, the “**Development**”); and

WHEREAS, the Seller is authorized to enter into this Agreement pursuant to, among other sources of authority, the Seller’s home rule powers and the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*); and

WHEREAS, the Parties wish to enter into this Agreement setting forth the terms and conditions applicable to the Purchaser’s acquisition of the Property;

AGREEMENT

In consideration of the recitals, covenants, and agreements contained herein, the Parties agree as follows:

- 1. Recitals and Exhibits.** The foregoing recitals are incorporated as though fully set forth in this Section 1. All Exhibits attached to this Agreement are incorporated by this reference.
- 2. Property to be Purchased.** Subject to this Agreement’s terms and conditions, Seller agrees to convey to Purchaser, and Purchaser agrees to purchase from Seller, the Property.

3. Purchase Price; Earnest Money.

(a) The purchase price for the Property shall be Thirty-Five Thousand and No/100 (\$35,000.00) Dollars ("**Purchase Price**"). Purchaser shall pay the Purchase Price in full at Closing (as defined in Section 4) by transfer of immediately available funds, and subject to adjustments and proration as described in this Agreement.

(b) No later than five (5) business days after the Effective Date, the Purchaser shall deliver to the Title Company (as defined in Section 4) Five Thousand and No/100 (\$5,000.00) Dollars ("**Earnest Money**"). The Title Company will hold the Earnest Money pursuant to the terms of a strict joint order escrow agreement in a form approved by the Parties. At Closing, the Title Company will deliver the Earnest Money to the Seller and applied toward the Purchase Price.

4. Closing. The closing of the purchase and sale of the Property ("**Closing**") will occur no later than thirty (30) days after the expiration of the Inspection Period (as defined in Section 5(a)) at a mutually agreeable time at the offices of Chicago Title Insurance Company ("**Title Company**"), or such other place and time as may be agreed upon by the Purchaser and the Village Administrator ("**Closing Date**"), unless modified by the Redevelopment Agreement (as defined in Section 5(b)).

5. Rights of Inspection; Regulatory Approvals; Title and Survey.

(a) Beginning on the Effective Date and ending one hundred eighty (180) days thereafter ("**Inspection Period**"), unless earlier terminated by Purchaser in Purchaser's sole discretion in accordance with Section 5(e), Purchaser, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof for the purposes set forth in Section 5(b) upon reasonable notice to Seller.

(b) Purchaser and its agents and representatives shall have the right to enter upon the Property during the Inspection Period for inspecting, surveying, and observing the Property ("**Inspections**"). For the avoidance of doubt, Purchaser's Inspections shall be noninvasive and shall not involve any physical alteration, improvement, or change to the Property without the Seller's prior written consent. Upon the voluntary or involuntary termination of the Inspection Period Purchaser shall return the Property to the condition that existed upon the Effective Date, reasonable wear and tear not caused by the Purchaser excepted.

(c) During the Inspection Period, Purchaser shall have the further right, at Purchaser's sole cost, to make such inquiries of governmental agencies, including, without limitation, the Seller, financing entities, and utility companies, and to make such feasibility studies and analyses as it considers appropriate, and to apply for and obtain all (i) regulatory approvals from any local, state, or federal governmental entity or agency; and (ii) financial approvals necessary for the construction and operation of the Development, including, without limitation, negotiating the terms of an agreement or agreements with the Seller governing the construction, operation, and financing of the Development ("**Redevelopment Agreement**"). The Redevelopment Agreement will include, among other things, the terms set forth in Exhibit B.

(d) The Purchaser's Inspections of the Property are subject to the Purchaser holding harmless IDOT, the Seller, and their respective elected and appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors ("**Seller Parties**"), and assigns, fully indemnifying, and defending the Seller Parties against any damage, claim, liability or cause of action arising from or caused by the actions of Purchaser, its agents, or representatives upon the Property, except to the extent caused by the willful or intentional act of the Seller. The Purchaser's obligations and duties contained in this Section 5(d) shall survive Closing.

(e) The obligations of Purchaser under this Agreement are subject to and conditioned upon the determination by Purchaser, in its sole discretion and judgment, that the Development Site is satisfactory to construct the Development. In the event such conditions to Purchaser's obligations have not been satisfied within Inspection Period, as determined solely by Purchaser, Purchaser shall have the right, by written notice delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason or no reason at all. Should such termination be delivered on or before the last day of the Inspection Period, this Agreement shall be deemed null and void, neither Party shall have any further duties or obligations under this Agreement, and the Earnest Money shall be returned to the Purchaser. In the event of termination, Purchaser shall bear the cost of any fees imposed by the Title Company on the Seller through the termination date. Notwithstanding the foregoing, Seller shall be solely responsible for any fees imposed by the Title Company in the event of Seller's termination or default.

(f) Purchaser may, during the Inspection Period and at its sole cost and expense, conduct a Phase I Environmental Report of the Property (the "**Phase I**"), provided that Purchaser shall not physically alter or disturb the Property while conducting the Phase I. In the event the Inspections or Phase 1 uncover environmental conditions unacceptable to the Purchaser, the Purchaser will notify the Seller in writing during the Inspection Period and the Seller will have the option, at its sole cost and expense, to remediate any such environmental conditions in accordance with all local, state, and federal laws and other requirements of law during the Inspection Period. In the event Seller cannot or will not remediate any such environment conditions within the Inspection Period, Purchaser shall have the right to terminate this Agreement in its sole discretion.

(g) No later than thirty (30) days after Effective Date or as soon as practicable thereafter, the Purchaser shall cause to be delivered to the Seller three (3) copies of a plat of survey of the Property prepared within six months of the Effective Date, prepared by a licensed Illinois land surveyor reasonably satisfactory to the Seller, and certified by the surveyor to the Purchaser and Title Company as having been made in compliance with Illinois Land Survey Standards and ALTA/ACSM Land Title Surveys Minimum Standard Detail Requirements ("**Survey**"). The Survey will establish and depict the exact perimeter legal description of the Property and will include the Property's exact acreage.

(h) Within five (5) business days after the Effective Date, Seller will order a title commitment from the Title Company, and within thirty (30) days of the Effective Date, the Seller will deliver an Alta Form B title commitment to Purchaser ("**Title Commitment**") for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price for the Property showing fee simple title to the Property vested in the Seller as Seller's sole cost.

Within ten (10) days of receiving both the Title Commitment and the Survey, the Purchaser will notify the Seller ("**Purchaser Title Notice**") as to (i) any exceptions to title shown on the Title Commitment that are not acceptable to the Purchaser, and (ii) any objections the Purchaser has to the Survey (collectively, "**Unpermitted Exceptions**"). Any title exceptions that Purchaser fails to object to in the Purchaser Title Notice will become permitted exceptions, and Exhibit C to this Agreement will be modified accordingly. At least five (5) days before the Closing, the Seller will deliver to Purchaser a pro forma Title Commitment. The cost of the owner's title insurance policy to be issued pursuant to the Title Commitment will be paid by Seller, the cost of the lender's insurance policy to be issued pursuant to the Title Commitment will be paid by the Purchaser, and the cost of all endorsements shall be paid by the Purchaser. All required state and county transfer taxes, if any, shall be paid by the Purchaser.

(i) The Seller will have ten (10) days from the receipt of the Purchaser Title Notice to provide Purchaser with assurances satisfactory to Purchaser that any Unpermitted Exceptions will be removed or endorsed over, in reasonable form and substance acceptable to Purchaser, on or before Closing. The Purchaser may extend the period in which the Seller will cure or remove such Unpermitted Exceptions or accept the Title Commitment and Survey as they then are. Unpermitted Exceptions which are accepted as part of this Section 5 will become permitted exceptions.

(j) During the Inspection Period, Purchaser shall have the right to access, review, and inspect the following:

- 1) All leases related to or concerning the Property;
- 2) All contracts related to or concerning the Property;
- 3) All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in possession of the Seller, and the current real estate tax bill(s) for the Property;
- 4) All statements and invoices for the past year covering all utilities (electricity, gas, water, and stormwater) relating to the Property;
- 5) All insurance policies insuring the Property and the improvements and personal property located thereon which may be assumed by Purchaser; and
- 6) All violation notices concerning the Property, including, without limitation, building, zoning, environmental, or health code violations.

Seller agrees to cooperate in all respects to facilitate Purchaser's Inspections and agrees to make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available and in the Seller's possession, upon Purchaser's reasonable request.

(k) During the Inspection Period, the Seller shall have the right to access, review, and inspect all financial information reasonably deemed necessary by the Seller to allow the Seller to evaluate the Purchaser's ability to successfully construct and operate the Development on the Development Site. Purchaser agrees to cooperate in all respects to facilitate Seller's inspection and agrees to make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available, upon Seller's reasonable request.

6. Control of Property. Before Closing and subject to Purchaser's indemnification obligations set forth in this Agreement, Seller shall have the full responsibility and liability for any and all damage or injury to the Property. If, prior to the Closing, the Property is materially damaged or the Property shall be the subject of an action in eminent domain by a governmental authority other than Seller, whether temporary or permanent, Purchaser, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller by so notifying Seller. If Purchaser does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be assigned or distributed in the following manner: (a) Seller shall receive an amount sufficient to cover the total costs expended by the Seller pertaining to the Property, including without limitation, survey costs, inspection costs, demolition and remediation costs, real estate taxes, legal fees, and administrative fees; and (b) all remaining proceeds shall be paid to the Purchaser on the Closing Date.

7. Representations. In order to induce Purchaser to enter into this Agreement, Seller represents, warrants, and covenants to Purchaser as set forth below. Each of the following representations shall be deemed remade as of the Closing Date.

(a) Seller has the legal power, right and authority to enter into this Agreement. On and after the date the Seller obtains title to the Property from IDOT, Seller will have good, indefeasible and marketable title to the Property and the legal power, right, and authority to consummate the transactions contemplated herein, and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

(b) To the best of Seller's knowledge, the Property is tax exempt. If, between the Effective Date and the Closing Date, Seller receives notice of any increase in the assessed valuation, Seller will promptly notify Purchaser of same.

(c) As of the Effective Date, IDOT owns and controls the Property as of the Effective Date and is responsible for the Property's maintenance and management.

(d) To the best of Seller's actual knowledge, there are no lawsuits threatened or pending involving all or any portion of the Property and no notice has been received by Seller of any condemnation proceedings or any building, zoning, environmental, fire or health code violations which are threatened or pending. If between the Effective Date and the Closing Date, any notice of code violations is received or any lawsuits are initiated with respect to the Property,

Seller will promptly notify Purchaser of same, and with respect to code violations, will correct same prior to Closing.

(e) The execution of this Agreement is not in violation of or prohibited by any contract, agreement, or other obligation to which Seller is bound, and the party executing this Agreement for Seller warrants his/her authority to bind Seller.

(f) All of the documents delivered to the Purchaser pursuant to this Agreement are true and correct.

(g) There is no agreement to which Seller is a party or which is binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller of the Property, including condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

(h) That, to the best of Seller's actual knowledge, there is no pending or threatened litigation, charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand or notice before any court or administrative agency containing any allegation that Hazardous Materials (as hereinafter defined) are present, released, generated, transported, stored, treated, or disposed of on the Property. For purposes of this paragraph, "Hazardous Materials" shall be deemed to mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States government.

(i) Compliance with Law. Seller is not in actual receipt of and has not received any written notice, addressed specifically to Seller and sent by any governmental authority or agency having jurisdiction over the Property, that the Property or its use is in material violation of any law, ordinance, or regulation.

(j) Availability of Permits. There is no moratorium in effect and no other reason beyond Purchaser's control which would prevent Purchaser, upon submission of customary plans and documentation, payment of customary fees and expenses, and compliance with applicable laws, ordinances, rules, and regulations, including, without limitation, the Village Code of Oswego, Illinois, from securing a building permit for the construction of the Development or from securing a Certificate of Occupancy following completion of the Development on the Property.

(k) Recapture Agreements and Special Service Area Agreements. To the best of Seller's actual knowledge, there are no obligations in connection with the Property, special service areas or any so-called "recapture agreement" involving sewer extensions, oversizing of utility lines, offsite infrastructure expense or like expense or charge for work or services done upon or relating to the Property.

(l) Violations. To the best of Seller's actual knowledge, there are no violations of any fire, health, safety, building, pollution, environmental, zoning, subdivision or other laws, ordinances, rules, or regulations with respect to the Property, which have not been heretofore entirely corrected.

Seller further covenants to Purchaser and agrees that between the date hereof and the Closing Date:

(m) Seller shall not enter into any new undertakings or agreements relating to the management, financing or maintenance of the Property which extend beyond the Closing Date or prepay for a period of more than one (1) month any sums payable under any Contracts, without prior written notice to and approval of Purchaser.

(n) Seller shall duly pay and discharge, or cause to be paid or discharged, or shall provide a credit to Purchaser at Closing for all taxes, assessments, claims for labor, materials, or supplies which have been incurred prior to Closing and which if unpaid, might by law become a lien or charge upon the Property. Real estate taxes, if any, shall be prorated as of the Date of Closing based on one hundred (100%) percent of the most recent ascertainable full year tax bill.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, INCLUDING THE EXHIBITS ATTACHED HERETO, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY OFFICER, EMPLOYEE, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.

In order to induce Seller to enter into this Agreement, Purchaser represents, warrants, and covenants to Seller as set forth below. Each of the following representations shall be deemed remade as of the Closing Date.

(o) to the best of Purchaser's knowledge, this Agreement and all documents or instruments delivered by Purchaser in connection with the transaction contemplated by this Agreement have been or will be at the time of delivery duly authorized and all obligations of Purchaser under this Agreement and the aforementioned documents and instruments are or at the time of delivery thereof shall be legal, valid and binding obligations of it and, as of the time of delivery, neither this Agreement nor any of the other aforementioned documents or instruments violates or will be in violation of the provisions of any other agreement to which Purchaser is a party or to which it is subject;

(p) to the best of Purchaser's knowledge, there are no actions, suits, or proceedings pending or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any administrative, regulatory, adjudicatory or arbitration body or agency of any kind that have, or could reasonably be expected to have, a material and adverse effect on the performance by Purchaser of its obligations pursuant to and as contemplated by the terms and provisions hereof;

(q) to the best of Purchaser's knowledge, Purchaser is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Purchaser is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders; and

(r) Purchaser understands and acknowledges that the Agreement is expressly contingent upon: (1) Seller acquiring from IDOT title to the Property during the Inspection Period; and (2) the Parties' entering into a Redevelopment Agreement containing, among other things, the terms identified on Exhibit B. Seller understands and acknowledges that the Agreement is expressly contingent upon: (1) Purchaser acquiring the Adjacent Property concurrently or around the same time as the Purchaser acquires the Property; and (2) Purchaser shall have obtained financing on terms and conditions acceptable to Purchaser in Purchaser's sole discretion for the Purchase of the Adjacent Property and any permits for the Development. Purchaser understands and acknowledges that (i) Seller's failure to acquire title to the Property from IDOT during the Inspection Period; and/or (ii) the Parties' failure to enter into a Redevelopment Agreement acceptable to the Seller during the Inspection Period provides grounds for the Seller or Purchaser to unilaterally terminate this Agreement and the Parties' rights, duties, and obligations hereunder. If the either Party terminates this Agreement in accordance with this Section, the Earnest Money will be returned to the Purchaser, less any fees imposed by the Title Company through the termination date.

8. Condition of Property.

(a) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, INCLUDING ITS EXHIBITS, PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS, NOT OTHERWISE REMEDIATED BY THE SELLER PRIOR TO CLOSING, AFFECTING THE PROPERTY, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

- 1) the granting of any required permits or approvals, if any, of any governmental bodies which have jurisdiction over the construction or

development of the Development Site, including, without limitation, the Seller;

- 2) the granting of any permits or approvals concerning any matters that may be addressed within the Redevelopment Agreement;
- 3) Seller's ability to acquire the Property from IDOT;
- 4) approval of the Redevelopment Agreement; and
- 5) the habitability, merchantability, marketability, profitability or fitness of the Property for the Development.

(b) The Closing of this transaction shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain independent, qualified professionals to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property. This Section 8(b) shall survive Closing.

9. Taxes and Special Assessments. The Seller will ensure that there are no outstanding and unpaid real estate tax or special assessment liabilities due and owing up to and including the Closing Date, and that the Property will be conveyed to the Purchaser free of any such taxes, transfer taxes, assessments or liens.

10. Closing Costs; Related Fees. Except as provided herein, the Parties shall evenly split (*i.e.*, 50% / 50%) the costs of Closing, excluding escrow costs and fees, which shall be fully paid by Purchaser.

11. Seller's Obligations at Closing. At or prior to the Closing Date, Seller shall:

(a) Deliver to Purchaser a duly recordable quit claim deed to the Property with all stamps affixed thereto conveying to Purchaser fee simple title to the Property and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller;

(b) Deliver to Purchaser the affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;

(c) Deliver to Title Company an ALTA Statement, on Title Company's standard form, executed by Seller;

(d) Deliver to Title Company an affidavit stating that there is no property manager for the Property; and

(e) Deliver to Title Company a settlement statement; and

(f) Deliver an Affidavit of Title executed by the Seller warranting that no outstanding mechanic's lien rights exist and that the property is subject to no leases, liens or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement.

The Parties shall also deliver such additional documents and matters as shall be reasonably required to close the transactions contemplated by this Agreement including, without limitation, Real Estate Transfer Tax Declarations, copies of paid real estate tax bills, and most recent notices of assessment valuation, if any. Drafts of all Seller Closing documents listed in this Section 11 will be delivered to the Purchaser at least five (5) days prior to the Closing Date for the Purchaser's approval.

12. Purchaser's Obligations at Closing. At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Seller of its obligations as set forth herein, Purchaser shall deliver the Purchase Price and Purchaser's share of Closing costs. At or before Closing, Purchaser shall execute and deliver to the Title Company such documents, and perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing.

13. Delivery of Possession of Property. The Seller shall deliver legal fee simple title for the Property to the Purchaser at Closing. Except as otherwise provided in this Agreement, if the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and Purchaser waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

14. Deed. The deed to be delivered by Seller at Closing shall be a quit claim deed that Seller grants only that title which Seller may have and includes a right of reverter in favor of the Seller should the Purchaser fail to comply with the Redevelopment Agreement. Upon Seller executing the right of reverter, Seller shall return the Purchase Price to Purchaser, less any fees and costs Seller incurred exercising the right of reverter, including, without limitation, reasonable attorneys' fees, within thirty (30) days of said execution. Any reference to the term "Deed" or "deed" herein shall be construed to refer to such form of deed.

15. Conditions to the Parties' Performance. The Seller shall have the right, at the Seller's sole reasonable discretion, to terminate this Agreement if:

(a) Full payment of any property, fire or hazard insurance claim is not confirmed prior to the Closing;

(b) Intentionally omitted;

(c) The Purchaser is the former mortgagor of the Property, or is related to or affiliated in any way with the former mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement;

(d) The Seller, at the Seller's sole reasonable discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind;

(e) The Purchaser fails to or is unable to obtain during the Inspection Period all governmental approvals, authorizations, licenses, and permits, required to develop and operate the Development on the Property;

(f) The Seller is unable to verify the Purchaser's financial capacity and fitness to successfully construct and operate the Development during the Inspection Period;

(g) The Seller is unable to obtain title to the Property from IDOT during the Inspection Period;

(h) The Purchaser and the Seller are unable to agree to terms on a Redevelopment Agreement during the Inspection Period; or

(i) Any material misrepresentation is made by the Purchaser.

The Purchaser shall have the right, at the Purchaser's sole reasonable discretion, to terminate this Agreement if:

(j) The Seller is unable to obtain title to the Property from IDOT during the Inspection Period;

(k) Purchaser fails to complete the purchase of the Adjacent Property;

(l) The Purchaser and the Seller are unable to agree to terms on a Redevelopment Agreement during the Inspection Period; or

(m) Any material misrepresentation is made by the Seller.

16. Indemnification. The Purchaser agrees to indemnify and fully protect, defend, and hold harmless IDOT, the Seller, and their respective and its elected and appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors and assigns from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against any of the foregoing individuals or entities resulting from or arising out of:

(a) Inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns;

(b) The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to Closing, except to the extent caused by the willful or intentional act of the Seller; and

(c) The operation and management of the Property by or for Purchaser after the Closing Date.

Except for liabilities specifically assumed by the Purchaser pursuant to the terms of this Agreement, Seller hereby agrees to indemnify, defend and hold harmless Purchaser against any and all losses, liabilities, fines and penalties and damage (including without limitation any damages or injury to persons, property or the environment as provided hereunder), or actions or claims in respect thereof (including without limitation, amounts paid in settlement and reasonable cost of investigation, reasonable attorneys' fees and other legal expenses) resulting from claims (whether or not ultimately successful) to which the Purchaser may become subject or which the Purchaser may suffer or incur either directly or indirectly, insofar as such losses, liabilities or damages (or actions or claims in respect thereof) arise out of, are with respect to, or are based upon the operation and management of the Property by or for Seller on or prior to the Closing Date.

This Section 16 shall survive Closing for a period of one (1) year.

17. Risk of Loss. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, with the prior written consent of the Purchaser, repair or restore the Property, or either Party may terminate the Agreement. If the Seller repairs or restores the Property, then the Seller may, with the consent of the Purchaser, limit the amount to be expended. Whether or not Seller repairs or restores the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement. The Purchaser will provide no indemnification to the Seller otherwise required under this Agreement in the event that the Seller takes any action, whether consented to or not by the Purchaser, to repair or restore the Property.

18. Discharge. Except as otherwise set forth herein, Seller's delivery of the deed to the Property to the Purchaser shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement.

19. Brokerage. Seller has not contracted with any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property. Seller shall indemnify, defend, and hold Purchaser harmless from and against any commission or other payment due to, or sought by, any real estate broker, agent, finder or similar person in connection with this matter. Purchaser has not contracted with any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property. Purchaser shall indemnify, defend, and hold Seller harmless from and against any commission or other payment due to, or sought by, any real estate broker, agent, finder or similar person in connection with this matter. The provisions set forth in this Section 19 shall survive Closing

20. Remedies. If either Party defaults in the performance of this Agreement, the non-defaulting Party's exclusive remedies shall be to either: (i) terminate this Agreement and, in the case of a Purchaser default, the Seller will retain the Earnest Money; or (ii) pursue specific performance, at either Party's discretion. Except as expressly provided herein, Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages, excluding the Earnest Money, as a result of any breach of this Agreement.

21. Miscellaneous. The following general provisions govern this Agreement.

(a) No Waiver. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

(b) Time of Essence. Time is of the essence of this Agreement.

(c) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in DuPage County, Illinois.

(d) Notices. All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by email, or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section):

If to Seller:

Village of Oswego
Attn: Daniel Di Santo, Village Administrator
100 Parkers Mill
Oswego, Illinois 60543
Email: ddisanto@oswegoil.org

With a Copy to:

Ancel Glink, P.C.
Attn: Gregory W. Jones
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Email: gjones@ancelglink.com

If to Purchaser:

Field to Beans LLC
Attn: Rob Hart
2807 Yosemite Drive
Aurora, IL 60503
Email: rchart895@gmail.com

With a Copy to:

Grogan Hesse & Uditsky, P.C.

Attn: Jordan N. Uditsky
2 Mid America Plaza, Suite 110
Oakbrook Terrace, Illinois 60181
Email: juditsky@ghulaw.com

In the event either Party delivers a notice by email, as set forth above, such Party agrees to immediately deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by email, provided that the procedures set forth above are fully complied with. Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

(e) Assignability. In no event may Seller, on and after the date Seller takes title from IDOT, convey or encumber the Property, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party without the prior written consent of the other Party, provided, however, that Purchaser may assign its rights and obligations hereunder to an "affiliate" (an entity owned and controlled by Purchaser).

(f) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

(g) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

(h) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

(i) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

PURCHASER:

Field to Beans LLC,
an Illinois limited liability company

Attest

Robby Hart
Name: owner
Title:

Consuelo Hart
Name: owner
Title:

Date: 6/21/23

Date: 6-21-23

SELLER:

Village of Oswego,
an Illinois municipal corporation

Attest

Name:
Title:

Name:
Title:

Date: _____

Date: _____

State of Illinois
County of Kendall

I witnessed Robby Hart + Consuelo Hart Sign on 6/21/23.

X Angelo



[Faint, illegible text]

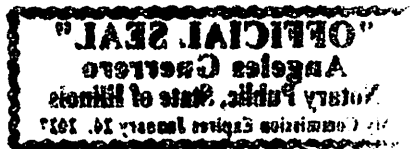
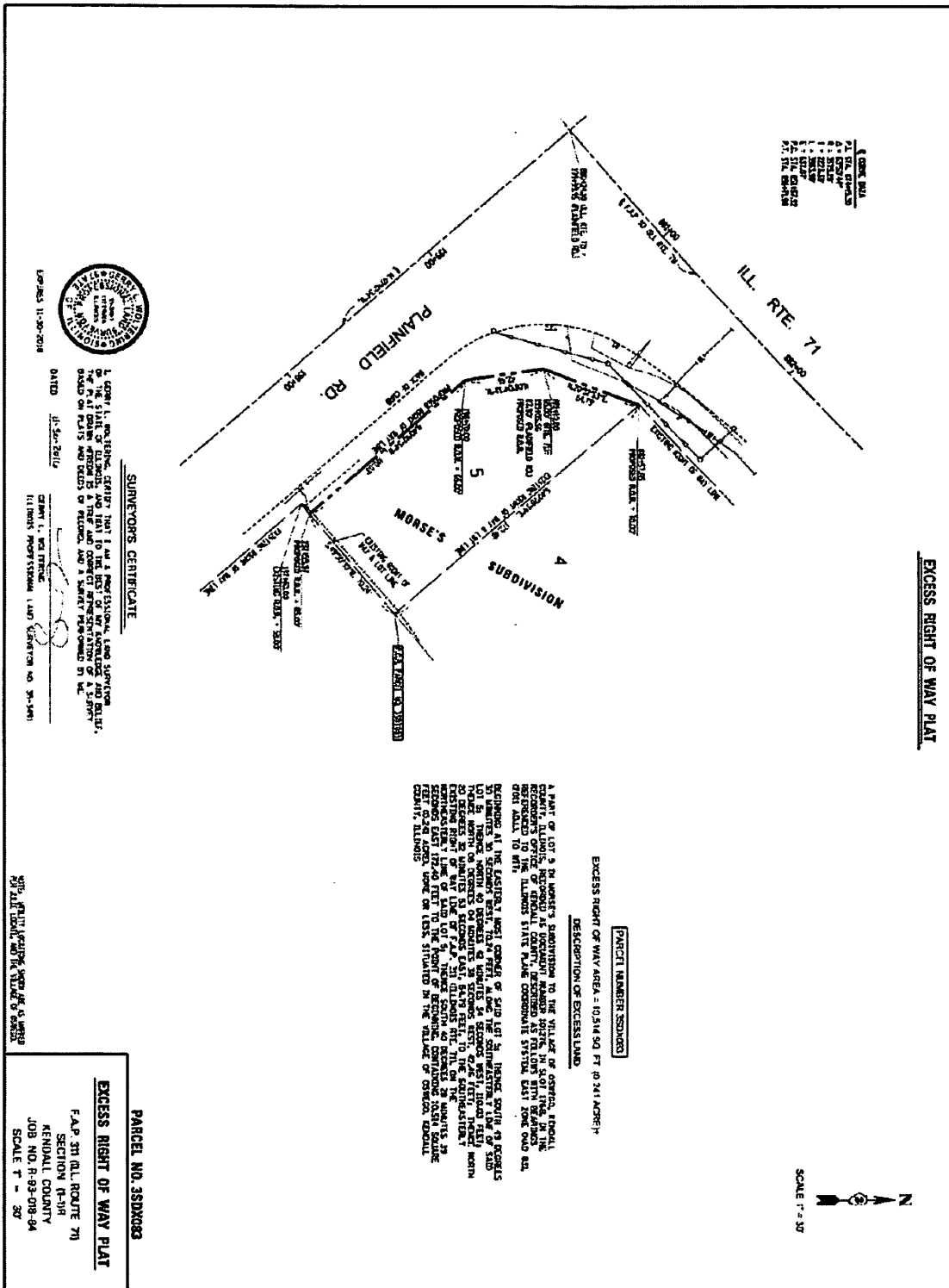


Exhibit A

Property's Legal Description and Depiction



EXCESS RIGHT OF WAY PLAT

- 1.000' DIA. CURB
- 2. 3/4" DIA. GRAVEL
- 3. 2" DIA. GRAVEL
- 4. 1" DIA. GRAVEL
- 5. 1/2" DIA. GRAVEL
- 6. 1/4" DIA. GRAVEL
- 7. 3/8" DIA. GRAVEL
- 8. 1/2" DIA. GRAVEL
- 9. 3/4" DIA. GRAVEL
- 10. 1" DIA. GRAVEL
- 11. 1 1/2" DIA. GRAVEL
- 12. 2" DIA. GRAVEL
- 13. 3" DIA. GRAVEL
- 14. 4" DIA. GRAVEL
- 15. 6" DIA. GRAVEL
- 16. 8" DIA. GRAVEL
- 17. 12" DIA. GRAVEL

SCALE 1" = 30'

PARCEL NUMBER 5520X03
 EXCESS RIGHT OF WAY AREA = 10,514 SQ. FT. @ 241 ACRES ±

DESCRIPTION OF EXCESS LAND
 A PART OF LOT 3 IN MORSE'S SUBDIVISION TO THE VILLAGE OF GARDEN HEIGHTS, RECORDS IN THE PUBLIC RECORDS OF DECATUR COUNTY, GEORGIA AS FOLLOWS: LOT 3, PARCELS 5520X03 AND 5520X04, BEING THE SOUTH 1/4 OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 12 WEST, MERIDIAN 76 WEST, COUNTY OF DECATUR, GEORGIA. THE TOTAL AREA OF THE EXCESS LAND IS 10,514 SQ. FT. @ 241 ACRES ±.

PARCEL NO. 5520X03

EXCESS RIGHT OF WAY PLAT
 F.A.P. 38 (ALL ROUTE 71)
 SECTION 14-18
 KENNESAW COUNTY
 JOB NO. R-92-018-04
 SCALE 1" = 30'

THIS PLAT IS BEING SUBMITTED AS A PART OF THE PUBLIC RECORDS OF DECATUR COUNTY, GEORGIA.

SURVEYORS CERTIFICATE
 I, CLARENCE L. RAY, SURVEYOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF GEORGIA, AND THAT I AM THE HOLDER OF AN EXCESS RIGHT OF WAY PLAT AND THE RECORDS OF THE PUBLIC RECORDS OF DECATUR COUNTY, GEORGIA, AND THAT I AM A MEMBER OF THE SURVEYORS ASSOCIATION OF GEORGIA.

DATE: 11-24-2011

CLARENCE L. RAY, SURVEYOR
 111 NORTH PROFSERVA LANE, UNIONTOWN, GA 30788
 PHONE: 706/894-1111

EXPRESSES 11-30-2014



Exhibit B

Redevelopment Agreement Terms

The following terms will serve as the basis for preparing the Redevelopment Agreement. It is understood the following terms and conditions are not exclusive, but instead an outline of the core terms that will be incorporated into the initial draft of the Redevelopment Agreement. These terms are not enforceable or binding until the Parties approve a Redevelopment Agreement containing such terms.

- a) Purchaser, at its sole cost and by no later than 120 days after the Closing Date, will obtain all necessary permits to construct the Development on the Development Site, all in accordance with applicable federal, state, and local laws, rules, and regulations.
- b) Purchaser agrees (1) to fully and timely pay all taxes and assessments levied against the Development Site, or any part thereof, during the Redevelopment Agreement's term; and (2) not to appeal or otherwise challenge reasonable property taxes or assessments levied against the Development Site, or any part thereof, during the Redevelopment Agreement's term.
- c) Purchaser will maintain the Development Site in accordance with the plans approved by the Seller during the Redevelopment Agreement's term, and otherwise comply with all laws, rules, and regulations applicable to the Development Site and the Development during the same time period.
- d) Before Seller issues a permit authorizing construction of the Development, or any part thereof, Purchaser will provide Seller with a letter of credit in a form and amount approved by the Seller ensuring sufficient funds to complete the public improvements associated with the Development and secure and restore the Development Site in the event of a Purchaser default.
- e) Purchaser will defend, indemnify, and hold the Seller harmless from any claims related to the Development Site and the Development, including, without limitation, Development's construction and operation to the extent such claims relate to the Purchaser's Development.
- f) Purchaser will provide Seller with access to all documents and records concerning the Development upon the Seller's reasonable request.

Exhibit C

Permitted Exceptions

[To be attached later]

4822-5169-2663, v. 1